

ANNOTATED MINUTES

Tuesday, December 20, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

- B-1 Post-Assessment Final Summary on Multnomah County Diversity Initiative.
Presented by Tom Nesby, President, Nesby & Associates, Inc.

CURTIS SMITH REPORTED ON THE DEATH OF DIVERSITY TRAINING COORDINATOR SARA MARTIN AND ACKNOWLEDGED HER CONTRIBUTION TO THE COUNTY. TOM NESBY PRESENTATION OF FINAL SUMMARY AND COMMITTEE RECOMMENDATIONS. CHAIR STEIN ADVISED SHE WILL PREPARE RESPONSE TO RECOMMENDATIONS BY MARCH 1, 1995.

Tuesday, December 20, 1994 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

- WS-1 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:

10:30 - 11:00 Auditor's Office

GARY BLACKMER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CBAC MEMBERS BARBARA LENTZ AND PETER READER PRESENT.

11:00 - 12:00 District Attorney's Office

MICHAEL SCHRUNK PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CBAC MEMBERS SARA LAMB AND IRWIN MANDELL COMMENTS AND RESPONSE TO BOARD QUESTIONS.

Wednesday, December 21, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

WS-2 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:

9:00 - 10:30 Juvenile Justice Division
10:30 - 11:00 Multnomah Commission on Children and Families
11:00 - 11:30 Portland-Multnomah Progress Board
11:30 - 12:00 Metropolitan Human Rights Commission

CANCELLED. TO BE RESCHEDULED.

Thursday, December 22, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-12)
WAS UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Sharon M. DeLaRosa, to a Two Year Term on the MULTNOMAH COUNTY AUDIT COMMITTEE
- C-2 In the Matter of the Appointment of Fred R. Neal, III to BOARD 3 of the 1995 MULTNOMAH COUNTY BOARD OF EQUALIZATION
- C-3 In the Matter of the Appointment of Barbara Ann Lentz to the MULTNOMAH COUNTY NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE
- C-4 In the Matter of the Appointment of Barbara Moore, MD, to a Three Year

Term on the MULTNOMAH COUNTY MEDICAL ADVISORY BOARD

SHERIFF'S OFFICE

- C-5 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DIVISION FOOD OUTLET, 16409 SE DIVISION, PORTLAND
- C-6 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PLEASANT VALLEY MARKET, 16880 SE FOSTER ROAD, PORTLAND
- C-7 Ratification of Intergovernmental Agreement Contract 800595 Between the Oregon Department of State Police and Multnomah County, Providing Overtime Funding for Officers Participating in DUII Enforcement, for the Period October 1, 1994 through September 20, 1995
- C-8 Budget Modification MCSO 7 Requesting Authorization to Add \$2,744 in Grant Revenue from the Oregon State Police to Pay for DUII Enforcement

COMMUNITY AND FAMILY SERVICES DIVISION

- C-9 Ratification of Intergovernmental Agreement Contract 104045 Between the City of Portland and Multnomah County, Providing Funding for Block-By-Block Weatherization Program Services, for the Period October 3, 1994 through August 31, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-10 ORDER in the Matter of the Execution of Deed D941006 Upon Complete Performance of a Contract to TCT Investment, Inc.

ORDER 94-245.

- C-11 ORDER in the Matter of the Execution of Deed D951148 for Certain Tax Acquired Property to Elvis M. Johnson

ORDER 94-246.

DEPARTMENT OF HEALTH

- C-12 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200585 Between Multnomah County and Clackamas County, Providing Additional Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period October 1, 1994 through June 30, 1995

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of the Adoption of a Supplemental Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1994 to June 30, 1995, and Making the Appropriations Thereunder, Pursuant to ORS 294.435

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-1. DAVE WARREN EXPLANATION. RESOLUTION 94-247 UNANIMOUSLY APPROVED.

- R-2 ORDER in the Matter of Granting a Quitclaim Deed from Multnomah County to the City of Portland for the Lots Collectively Known as Orchid Street [3 Lots Located at SW 51st Avenue and SW Marigold Street]

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. COMMISSIONER SALTZMAN EXPLANATION. ORDER 94-248 UNANIMOUSLY APPROVED.

- R-3 First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add, Delete and Revise Exempt Pay Ranges

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. CURTIS SMITH EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, DECEMBER 29, 1994.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-4 Budget Modification CFSD 3 Requesting Authorization to Increase the Community Action Program Budget by a Net of \$590,412 to Reflect Changes in Grants and to Bring the Budget in Line with Actual Grant Revenues

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. KATHY TINKLE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

- R-5 Budget Modification DA 9 Requesting Authorization to Reclassify a Deputy

District Attorney 3 to a District Attorney 4 Position to Serve as the Senior Attorney in the Domestic Violence Program

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. KELLY BACON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-6 Ratification of Intergovernmental Agreement Contract 800615 Between Multnomah County and David Douglas School District No. 40, Providing Office Space for Multnomah County Sheriff's Safety Action Team

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. LARRY AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-7 Budget Modification MCSO 8 Requesting Authorization to Reclassify an OA 3 to an Administrative Secretary Position Within the Uniform Administration Unit; Reclassify an OA 2 to an OA 3 Position Within the Concealed Weapons Unit; Reclassify an Administrative Analyst to an Administrative Analyst Senior Position Within the Personnel Unit; and Reclassify a Fiscal Specialist 1 to a Property Commissary Laundry Administrator Position Within the Property Commissary Laundry Unit

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-8 Budget Modification MCSO 9 Requesting Authorization to Transfer \$14,000 from the Inmate Fund Contingency to the Inmate Welfare Fund Budget to Pay for a Work in Lieu of Jail Program

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-8 WAS UNANIMOUSLY CONTINUED TO THURSDAY, JANUARY 5, 1995.

AGING SERVICES DIVISION

- R-9 Ratification of Intergovernmental Agreement Contract 103865 Between the State of Oregon and Multnomah County, Providing \$11,000 for a One Time

Only "Never Too Late" Demonstration Project Offering Treatment and Motivational Counseling for Elderly Clients Institutionalized with Drug and Alcohol Related Illnesses

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. KATHY GILLETTE EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-10 Budget Modification ASD 1 Requesting Authorization to Add \$11,000 in Funds from the State of Oregon for the "Never Too Late" Drug and Alcohol Grant

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-11 Ratification of Intergovernmental Agreement Contract 103855 Between the Regents of the University of Minnesota and Multnomah County, Providing \$30,000 to Offset Case Management Costs Incurred by Serving as a Demonstration Site for a Client Values Assessment Project Evaluating the Impact of Systematically Incorporating Client Values and Preferences into Care Plans

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. KATHY GILLETTE EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-12 Budget Modification ASD 2 Requesting Authorization to Add \$30,000 in Funds from the University of Minnesota for a Client Values Assessment Project

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-13 Ratification of Intergovernmental Agreement Contract 201395 Between Lane County and Multnomah County, on Behalf of CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted Diseases, Tuberculosis and Other Communicable Diseases, for the Period February 1,

1994 through June 30, 1995

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-13. TOM FRONK EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

R-14 PUBLIC HEARING and Consideration of a RESOLUTION in the Matter of Approval of Emergency Medical Services' Request for Proposals for Emergency Ambulance Service.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-14. BILL COLLINS EXPLANATION. JOE PARROTT, TERRY MARSH, LORI HAMM AND ROBERT WALL TESTIMONY EXPRESSING CONCERN WITH PROPOSED RFP LANGUAGE AND RESPONSE TO BOARD QUESTIONS. MR. COLLINS AND MIKE WILLIAMS CLARIFICATION IN RESPONSE TO TESTIMONY AND RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND COMMENTS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS APPROVED THAT THE RFP'S PATIENT CHARGE BE AMENDED FROM 140 TO 190 FOR A TOTAL OF 380 POINTS, WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE, AND COMMISSIONERS SALTZMAN AND STEIN VOTING NO. MR. WILLIAMS AND MR. COLLINS RESPONSE TO BOARD QUESTIONS AND DISCUSSION. VARIOUS BOARD DIRECTION GIVEN CONCERNING CLARIFICATION OF RFP LANGUAGE, EDITING AND CORRECTING TYPOGRAPHICAL ERRORS AND CONDUCTING A BIDDERS CONFERENCE FOLLOWING FINALIZATION OF THE RFP DOCUMENT. BOARD CONSENSUS THAT COMMISSIONER SALTZMAN DRAFT A LETTER CHANGING THE DATE OF THE BIDDERS CONFERENCE TO JANUARY 25, 1995. COMMISSIONER SALTZMAN ASKED COUNSEL TO REVIEW RFP'S SUBCONTRACTOR LANGUAGE. RESOLUTION 94-249 UNANIMOUSLY APPROVED, AS AMENDED.

PUBLIC COMMENT

R-15 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited

to 3 Minutes Per Person.

**FOLLOWING DISCUSSION, BOARD CONSENSUS
THAT PUBLIC COMMENT BE PLACED AS THE
FIRST ITEM ON AGENDAS BEGINNING JANUARY 5,
1995.**

There being no further business, the meeting was adjourned at 11:15 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

DECEMBER 19, 1994 - DECEMBER 23, 1994

Tuesday, December 20, 1994 - 9:30 AM - Board Briefing Page 2

Tuesday, December 20, 1994 - 10:30 AM - Work Session Page 2

Wednesday, December 21, 1994 - 9:00 AM - Work Session Page 2

Thursday, December 22, 1994 - 9:30 AM - Regular Meeting Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:

Thursday, 6:00 PM, Channel 30
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, December 20, 1994 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

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11:00 - 12:00 District Attorney's Office*

Wednesday, December 21, 1994 - 9:00 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

WORK SESSION

- WS-2 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:*

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10:30 - 11:00 Multnomah Commission on Children and Families
11:00 - 11:30 Portland-Multnomah Progress Board
11:30 - 12:00 Metropolitan Human Rights Commission*

Thursday, December 22, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602
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REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

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- C-2 *In the Matter of the Appointment of Fred R. Neal, III to BOARD 3 of the 1995 MULTNOMAH COUNTY BOARD OF EQUALIZATION*
- C-3 *In the Matter of the Appointment of Barbara Ann Lentz to the MULTNOMAH COUNTY NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE*
- C-4 *In the Matter of the Appointment of Barbara Moore, MD, to a Three Year Term on the MULTNOMAH COUNTY MEDICAL ADVISORY BOARD*

SHERIFF'S OFFICE

- C-5 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DIVISION FOOD OUTLET, 16409 SE DIVISION, PORTLAND*
- C-6 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PLEASANT VALLEY MARKET, 16880 SE FOSTER ROAD, PORTLAND*
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- C-10 *ORDER in the Matter of the Execution of Deed D941006 Upon Complete Performance of a Contract to TCT Investment, Inc.*
- C-11 *ORDER in the Matter of the Execution of Deed D951148 for Certain Tax Acquired Property to Elvis M. Johnson*

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- C-12 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200585 Between Multnomah County and Clackamas County, Providing Additional Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period October 1, 1994 through June 30, 1995*

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- R-1 *RESOLUTION in the Matter of the Adoption of a Supplemental Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1994 to June 30, 1995, and Making the Appropriations Thereunder, Pursuant to ORS 294.435*
- R-2 *ORDER in the Matter of Granting a Quitclaim Deed from Multnomah County to the City of Portland for the Lots Collectively Known as Orchid Street [3 Lots Located at SW 51st Avenue and SW Marigold Street]*
- R-3 *First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add, Delete and Revise Exempt Pay Ranges*

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- R-4 *Budget Modification CFSD 3 Requesting Authorization to Increase the Community Action Program Budget by a Net of \$590,412 to Reflect Changes in Grants and to Bring the Budget in Line with Actual Grant Revenues*

DISTRICT ATTORNEY'S OFFICE

- R-5 *Budget Modification DA 9 Requesting Authorization to Reclassify a Deputy District Attorney 3 to a District Attorney 4 Position to Serve as the Senior Attorney in the Domestic Violence Program*

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- R-10 *Budget Modification ASD 1 Requesting Authorization to Add \$11,000 in Funds from the State of Oregon for the "Never Too Late" Drug and Alcohol Grant*
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- R-14 *PUBLIC HEARING and Consideration of a RESOLUTION in the Matter of Approval of Emergency Medical Services' Request for Proposals for Emergency Ambulance Service. 1 HOUR REQUESTED.*

PUBLIC COMMENT

- R-15 *Opportunity for Public Comment on Non-Agenda Matters*

Agenda No.: C-1

AGENDA PLACEMENT FORM

12/13/94



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

RECEIVED *Delma*

OCT 19 1994

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

AUDIT COMMITTEE

B. Name SHARON M. DELA ROSA

Address 8240 N.E. PACIFIC ST.

City PORTLAND State OR Zip 97220

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 503-253-2933

C. Current Employer H&R BLOCK

Address 2700 N.E. SANDY BLVD

City PORTLAND State OR Zip 97232

Your Job Title DISTRICT MANAGER

Work Phone 231-8888 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

D. Previous Employers	Dates	Job Title
<u>INGERSOLL-RAND.</u>	<u>10/72 - 12-90</u>	<u>ADM MANAGER</u>
<u>HRS.</u>	<u>9/69 - 9-72</u>	<u>OFFICE MANAGER</u>

CONTACT:

MULTNOMAH COUNTY CHAIR

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

KAY FINDLEY, 1503 N. HAYDEN ISL. DR #131, PORTLAND, OR 97217 (503) 286-5238

MARTHA M. CARLSON, 1204 B. N.W. 131st Way, VANCOUVER, BC V8L 1K5 (206) 576-1406

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

sex / racial ethnic background

birth date: Month _____ Day _____ Year _____

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Sharon M. De La Lanza

Date

10/14/94

Agenda No.: C-2

AGENDA PLACEMENT FORM

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Board of Equalization

B. Name Fred Neal III

Address 3045 NE 9th

City Portland State Oregon Zip Code 97212

Do you live in _____ unincorporated Multnomah County or xxx a city within Multnomah County.

Home Phone (503) 282-2856

C. Current Employer _____

Address _____

City _____ State _____ Zip Code _____

Your Job Title _____

Work Phone _____ (Ext) _____

Is your place of employment located in Multnomah County? Yes ☐ No ☐

D. Previous Employers _____ Dates _____ Job Title _____

Public Affairs Counsel 9/94-11/94 Campaign Manager

County Chair's Office 2/87-8/93 Intergovernmental Relations Officer

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Oregon Agribusiness Council	1986-1994	
ACLU of Oregon Board of Directors	1985-1993	
Right to Privacy, Inc.	1987-1993	

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Lewis & Clark Law School	1976	J.D.

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Janice Druian	621 SW Alder Portland Oregon 97204	248-3345
Sharron Kelley	1120 SW 5th Room 1500 Portland OR 97204	248-5213

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

M/Caucasian
sex/racial ethnic background

Birth date: Month 01 Day 03 Year 50

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Frank J. Seal III

Date

12/12/94

Agenda No.: C-3

AGENDA PLACEMENT FORM

NU C/ye

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

NAME Barbara Ann Lentz

HOME ADDRESS 31847 SE Mally, Gresham ZIP 97080 PHONE 663-2317

EMPLOYER Self

OCCUPATION Nurse

OPTIONAL: Age 45 Sex F
African American Native American Hispanic
Asian/Pacific White X Other

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO

AREAS OF INTEREST:

Human Services <u>✓</u>	Youth <u>✓</u>
Justice Services <u>✓</u>	Aging <u>✓✓</u>
Environmental Services <u>✓</u>	Health <u>✓</u>
Facilities, transportation <u> </u>	General government <u>✓</u>
Other <u> </u>	

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE School Volunteer
Church Volunteer

OTHER RELEVANT EXPERIENCE Worked in Nursing Homes - Operator
Foster Home - 6 yrs.

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Ervin Weeks 14670 SE Thelma Circle Milwaukie, OR. 97262-557-0233
2. Sharlene Moore 7014 SE Pleasant Ave. Rd. Gresham, OR. 97080-663-9025

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? No

SIGNATURE Barbara Lentz DATE 9-21-94

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

Agenda No.: C-4

AGENDA PLACEMENT FORM



CV will be faxed.

MULTNOMAH COUNTY OREGON

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A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Medical Advisory Board
Emergency Medical Services / Health Division

B. Name Barbara Moore MD

Address 31160 SW River Lane Road

City West Linn State Oregon Zip Code 97068

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 656-7010

C. Current Employer Mendian Park Emergency Physicians, Emergency E.P.

Address Mendian Park 19300 SW 65th Ave Tualatin OR 97062

City Umatilla EM Dept 2801 N. Gantenbein RD OR 97227 State _____ Zip Code 280 4121

Your Job Title Emergency Physician

Work Phone 692-7467 (Ext) Ø

Is your place of employment located in Multnomah County? Yes Part-time No ✓

D. Previous Employers _____ Dates _____ Job Title _____

See CV

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Lecturer - Fire/EMS providers		78° Refresher Coordinator
ACEP Board of Directors		
OHD - EMS Subcommission EMT Certification/Discipline		
- Stat EMS Committee		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
See CV		

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Scott Miller MD	502-7467	Mundana Park Hospital
Clark Chipman MD	280-4121	Emmanuel Emergency Dept

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Primary Emergency Medicine practiced out of Washington County.
Also work @ Emmanuel Part-time - Multnomah County

I. Affirmative Action Information

F
sex/racial ethnic background

Birth date: Month 01 Day 07 Year 62

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature BVM Moore Date 12/5/94

AGENDA NO. 6-5

AGENDA PLACEMENT FORM

Subject: OLCC RENEWAL APPLICATION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Bob Barnhart TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Barnhart

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION ~~()~~ APPROVAL () OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

This is an OLCC Package Store license renewal application for the Division Food Outlet, 16409 SE Division, Portland OR 97236. The applicant, G.P. Fleming's background has been completed and no criminal history was found.

12/22/94 ORIGINAL TO SGT. BARNHART

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1995

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R20863A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1994.

UNITED RESOURCES, INC
DIVISION FOOD OUTLET
16409 SE DIVISION
PORTLAND OR

97236

UNITED RESOURCES, INC

DIVISION FOOD OUTLET
16409 SE DIVISION
PORTLAND OR

97236

1. Please list a daytime phone number in case we need more information: 970-1339 " "
503=762-0105 Dave Isom
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S):

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO X
If yes, please give name(s) and explain:

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-94, indicated by a legible postmark, there is no late charge. From 12-12-94 to 12-31-94, you will have to pay a late fee of \$12.50. After 12-31-94, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED X REFUSED

DATE OF ENDORSEMENT: 12/22/94

SIGNED: BEVERLY STEIN

TITLE OF SIGNER: COUNTY COMMISSION CHAIR

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

G. P. Fleming
PRINT YOUR NAME
G. P. Fleming
SIGNATURE
543 42 5413
DATE
6/16/40
SOCIAL SECURITY NUMBER
D.O.B.

PRINT YOUR NAME

SIGNATURE
DATE
SOCIAL SECURITY NUMBER
D.O.B.

PRINT YOUR NAME

SIGNATURE
DATE
SOCIAL SECURITY NUMBER
D.O.B.

MEETING DATE DEC 22 1994

AGENDA NO. C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC LICENSE RENEWAL

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Bob Barnhart TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Barnhart

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION ☒ APPROVAL () OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

This is an OLCC Package Store license renewal application for the Pleasant Valley Market, 16880 SE Foster Rd., Portland, Oregon 97236. The applicants, Yang Oh Son and Okrye Son, backgrounds have been completed and no criminal history was found. 12/22/94 original to Sgt. Barnhart

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
DEC 14 PM 5:04

421-203
CCH-11-12-13

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1995

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00356A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1994.

SON OK
PLEASANT VALLEY MARKET
16880 SE FOSTER
PORTLAND OR

97236

SON OK
SON YANG

PLEASANT VALLEY MARKET
16880 SE FOSTER
PORTLAND OR

97236

1. Please list a daytime phone number in case we need more information: (503) 667-0147
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
---------	------	------------	--------

3. Will anyone share in the profits who is not a licensee? YES _____ NO X
If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-94, indicated by a legible postmark, there is no late charge. From 12-12-94 to 12-31-94, you will have to pay a late fee of \$12.50. After 12-31-94, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED X REFUSED _____

DATE OF ENDORSEMENT: 12/22/94

SIGNED: Beverly Stein
BEVERLY STEIN

TITLE OF SIGNER: COUNTY COMMISSION CHAIR

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Yang on son
PRINT YOUR NAME
[Signature]
SIGNATURE
DATE

548-47-6871
SOCIAL SECURITY NUMBER
D.O.B. 060698

dkrye son
PRINT YOUR NAME
[Signature]
SIGNATURE
DATE

550-47-7320
SOCIAL SECURITY NUMBER
D.O.B. 12-18-54

PRINT YOUR NAME
SIGNATURE
DATE

SOCIAL SECURITY NUMBER
D.O.B.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon Department of Transportation
through Oregon State Police and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement between Oregon Department of Transportation through Oregon State Police and the Sheriff's Office to provide hours of overtime for DUII Enforcement, for the period October 1, 1994 through September 30, 1995.

12/23/94 ORIGINALS TO LARRY AAB

CONSENT

***NOTE: Please place Budget Modification relating to this issue after this item.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skinner

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800595

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date October 4, 1994Contract Originator Sgt. Dave Hadley Phone 251-2486 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Provide hours of overtime for DUII Enforcement.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Oregon State Police
 Mailing Address 400 Public Service Building
Salem, OR 97310
 Phone 378-3720 ext. 4204 Sgt. Richard Kuehmiche

Employer ID# or SS# _____

Effective Date October 1, 1994Termination Date September 30, 1995Original Contract Amount \$ 2,744.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURESDepartment Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration (Class I, Class II Contracts Only) [Signature]Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ quarterly ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 10/4/94

Date _____

Date 12/2/94Date 12/22/94

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3350		8OSP	2017						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ORIGINAL

Contract No: 800595

INTERAGENCY AGREEMENT

This Interagency Agreement is between the State of Oregon acting by and through the Oregon Department of State Police, hereafter called Department, and Multnomah SO, hereafter called Agency.

1. Statement of Work

Agency agrees to provide the services and accomplish the work described in Exhibit "A" and by this reference made a part of this agreement. Delivery of these services will be accomplished by the dates set forth in Exhibit "A", unless prior approval for an extension is given the Agency by the Department.

Final payment will be made upon completion of all stated work and receipt of final report.

2. Agreement Effective Date

This Interagency Agreement begins on October 1, 1994, or when signed by all parties, and terminates on September 30, 1995.

3. Reporting Requirement

The agency shall provide the following reports to the Department:

a. The Agency will be required to complete quarterly data gathering forms provided by the Department of Transportation, Transportation Safety Section. (Exhibit C)

b. Quarterly Progress Reports

The Agency shall prepare and submit quarterly progress reports by the 5th of the month of the following quarterly reporting periods ending March, June and September of 1995. Each of these reports shall:

Identify project status relative to events and activities identified in the proposal.

Summarize work performed; accomplishments; and problems encountered during period of report; plans for succeeding period.

b. Final Report

The agency will prepare and submit a final report on or before October 5, 1995. This shall include the following:

Summary of activities of the entire Interagency Agreement period. Include accomplishments and problems encountered.

These reports shall be submitted to Sergeant Richard Kuehmichel, Oregon State Police, 400 Public Service Building, Salem, Oregon 97310. These reports require Department approval prior to payment of completed phase.

4. Consideration

PRODUCT AGREEMENT

As full consideration for all services to be performed by the Agency under this agreement, the Department of Transportation, Transportation Safety Section will compensate the Agency through Transportation Safety Section Grant # J7931209 with Oregon State police not to exceed the sum of \$2,744(____). Compensation will be accomplished through quarterly billings provided to the Department from the Agency not later than the 5th of the month following the billing period. The billings must reflect work actually accomplished during the billing period and submitted on Agency stationary, indicate Transportation Safety Section Grant # J7931209, billing period, tasks completed, contract number, amount of compensation and be signed by the project manager. Quarterly billing periods are March, June and September 1995.

The Agency shall maintain all appropriate financial records.

5. Retirement System Status

Agency and its employees are all contributing members of the Public Employees Retirement System or other retirement system. Agency will be responsible for all withholding and contributions to the retirement system.

6. Travel

Travel expenses shall not be reimbursed to the Agency by the Department. Travel by the Agency may be required to achieve or complete contract deliverables.

7. Government Employment Status

The Agency certifies that its employees are not currently employed by the Federal Government.

8. Subcontracts

Agency shall not enter into any subcontracts for any of the work scheduled under this Interagency Agreement without obtaining prior written approval from the Department.

9. Dual Payment

Agency shall not be compensated for work performed under this Interagency Agreement from any other Department of the State of Oregon.

10. Funds Available and Authorized

Department certified at the time the Interagency Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Interagency Agreement within the Department of Transportation's appropriation or limitation.

11. Termination

This Interagency Agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

The Department may terminate this Interagency Agreement effective upon delivery of written notice the Agency, or at such later date as may be established by the Department, under any of the following conditions:

- a. If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Interagency Agreement may be modified to accommodate a reduction in funds.
- b. If state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Interagency Agreement or are no longer eligible for the funding proposed for payments authorized by this Interagency Agreement.
- c. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this Interagency Agreement is for any reason denied, revoked, or not renewed.

Any such termination of this Interagency Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Contract No: 800595

The Department by written notice of default (including breach of Contract) to the Agency may terminate the whole or any part of this agreement:

- a. If the Agency fails to provide services called for by this Interagency Agreement within the time specified herein or any extension thereof; or
- b. If the Agency fails to perform any of the other provisions of this Interagency Agreement, or so fails to pursue the work as to endanger performance of this Interagency Agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within 10 days or such longer period as the Department may authorize.

The rights and remedies of the Department provided in the above clause related to defaults (including breach of Contract) by the Agency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Interagency Agreement. Any such termination of this Interagency Agreement due to unsatisfactory completion of contract work will cause the Agency to forfeit video camera equipment that is part of this agreement.

12. Access to Records

The Department, the Secretary of State and/or Legislative Auditor and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to the specific Interagency Agreement for the purpose of making audit, examination, excerpts, and transcripts. Agency shall maintain all required records for three years after final payment and other pending matters are closed.

13. Compliance with Applicable Law

The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

14. Nondiscrimination

Agency agrees to comply with the provisions contained in Title VI of the Civil Rights Act of 1964.

15. Assignment

Agency shall not assign or transfer his interest in this agreement without the express written consent of the Department.

16. Amendments

The term of this Interagency Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

17. State Workers' Compensation Act

The Agency, its subcontractors, if any, and all employees working under this Interagency Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

18. Agency Data

Name of Agency: Multnomah County Sheriff's Office
Contact Person: Sheriff Robert Skipper
Address: 12240 NE Glisan, Room 224
Portland, OR 97230
Telephone #: 255-3600

19. The Fiscal year 1995 Section 410 Plan was approved by the Oregon Transportation Commission on September 16, 1994. At that time, the Transportation Safety Section Manager was authorized and directed to sign all contracts included in this Plan for and on behalf of the Commission. Said authority is set forth in the records, Minute Book of the Oregon Transportation Commission.

20. Signatures

Agency

By _____
(name & title)

Date _____

STATE OF OREGON by and through
its Department of State
Police

By _____
Richard Kuehmichel, Sgt.

Date _____

Reviewed By:
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By: _____
Jacqueline Weber

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY, OREGON

By: _____
Beverly Stein, Chair

Date December 22, 1994

EXHIBIT A

REQUIREMENTS FOR AGREEMENT WITH OREGON STATE POLICE FOR DUII OVERTIME FUNDING

All Agencies receiving overtime DUII enforcement funds agree to the following conditions:

1. All officers participating by receiving overtime funds will attend a DUII video training course specified by Transportation Safety Section. Training hours for both officers and instructors will be funded by the Transportation Safety Section Grant.
2. Officers making DUII arrests under the Transportation Safety Section Grant will complete the agency log (Exhibit C) whether the arrest was video recorded or not and either the officer or a person designated by the Agency will track the arrest case through to it's completion.
3. Agency will complete the Quarterly Report and forward the report to the Department by the 5th of the month following the end of the quarter. (See Section 3.b. of the Interagency Agreement)

Department agrees to submit the following to Department of Transportation, Transportation Safety Section (TSS):

1. Department will compile the information for their officers and those Agencies with Interagency Agreements and submit them to TSS on the TSS Quarterly Report following the conditions and instructions in Transportation Safety Section Grant # J7931209

DUI Overtime Grant Arrests -- Commission Log

ODL #	Defendant	Date of Arrest	Officer #	"X" if Video	"X" if BAC	"X" if Refuse	# hrs Hear	"X" if Diversion	# hrs Trial	"X" if Guilty	"X" if Not Guilty	"X" if Pending at end of Quarter
1												
2												
3												
4												
5												
6												
7												
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34												
35												
36												
37												
38												
Totals:												

Reporting Agency _____

Total Hours Overtime _____

Quarter Being Reported _____

NOTE: Please place this item after Contract #800595.

BUDGET MODIFICATION NO.

MCSD #7

(For Clerk's Use) Meeting Date

DEC 22 1994

Agenda No.

C-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

December 15, 1994

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to add \$2744 in grant revenue from the Oregon State Police to pay for DUII enforcement.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification will add \$2744 in overtime to the Patrol budget to pay for about 60 hours of overtime. The funds will be used to enhance our DUII enforcement function.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$2744 in grant revenue from OSP.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MC 80 #7

BUDGET FY: _____

2,744	Total Expenditure Change
-------	--------------------------

BUDGET FY: _____

2,744	Total Revenue Change
-------	----------------------

DEC 22 1994

MEETING DATE: _____

AGENDA NO: _____

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Contract Renewal Between City of Portland Energy Office and Community and Family Services Division, Funding Block-by-Block Weatherization Services

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____
Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Community and Family Services Division has received a renewal revenue contract from the City of Portland, Energy Office, which funds the Block-by-Block Weatherization program. Under this program, the Community Action weatherization staff conduct weatherization audits, provide in-home energy education, and purchase major measure weatherization work on 125 homes of low income households in areas designated by the City.

The Division has performed the Block-by-Block Weatherization services for several years, and the funds are included in the Adopted County Budget. The amount of the contract is \$106,000.

12/23/94 ORIGINALS to Celia Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

1994 DEC 13 AM 11:00
MULTIPLA COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe mcs*
Community and Family Services Division
DATE: November 30, 1994
SUBJECT: Revenue Contract Renewal from City of Portland Energy Office, for
Block-by-Block Weatherization

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the revenue contract from the City of Portland Energy Office for the period October 3, 1994 through August 31, 1995. This is the period set by the City of Portland. The contract was not received for processing until after the start date.

II. Background/Analysis: The Community and Family Services Division has received a renewal revenue contract from the City of Portland Energy Office, which funds the Block-by-Block Weatherization program. This program funds home energy audits, in-home energy education, and weatherization measures for low income households.

The Community Action Program administers the program and provides or purchases the services, as part of its low income weatherization program. It has done so for a number of years.

III. Financial Impact: The contract is for \$106,000. It is included in the Division's Adopted Budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The Block-by-Block Weatherization program serves low income households, helps them extend their income by increasing energy conservation, and may help them stay healthy by increasing comfort levels during cold weather.

VII. Citizen Participation: The weatherization services are provided administrative oversight through the citizen-based Community Action Commission.

VIII. Other Government Participation: This contract represents cooperation and coordination between the County and City of Portland, and an effort to reduce duplication of services.

pdxbbb95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104045

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>12/22/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: December 1, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Block-by-Block Weatherization Revenue Agreement**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ JQRF

<p>Contractor Name: <u>City of Portland, Energy Office</u></p> <p>Mailing Address: <u>1120 SW 5th, Room 1030</u></p> <p style="text-align: center;"><u>Portland, Oregon 97204</u></p> <p>Phone: <u>(503) 823-7222</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>October 3, 1994</u></p> <p>Termination Date: <u>August 31, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>106,000</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: 12/1/94

Purchasing Director: [Signature] Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 12/7/94

County Chair/Sheriff: [Signature] Date: 12/22/94

Contract Administration: [Signature] Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1280			2798			City BBB	\$106,000	

If additional space is needed, attach separate page. Write contract # on top of page.

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION, COMMUNITY ACTION PROGRAM OFFICE (Contractor).

RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1994-95 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibits A - SCOPE OF WORK, B - SCHEDULE FOR CONTRACTOR SERVICES, and C - BUDGET.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

2. SCOPE OF CITY SERVICES

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:
 - (1) Provide completed applications from eligible households.

- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, set budget maximums based on an average cost per job, and set goals for numbers of completed jobs.
- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
 - (1) Begin providing completed applications following the first low-income Energy and Environment Fair. A minimum of 160 applications shall be provided by February 1995.
 - (2) In conjunction with Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office up to \$106,000 as compensation for these services. The budget is set out in Exhibit C - BUDGET.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of October 3, 1994 and shall terminate as of August 31, 1995.

6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.

8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of

the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

15. LIABILITY INSURANCE

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide the City with a statement regarding the status of its self-insurance program.

16. WORKERS' COMPENSATION INSURANCE

The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation

coverage for all their subject workers. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

17. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

19. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

20. BREACH OF AGREEMENT

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

21. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None

- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

22. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Portland Energy Office
1120 S.W. Fifth Avenue, Room 1030
Portland, Oregon 97204

If to the Contractor: Multnomah County
Community and Family Services Division
426 SW Stark Avenue, 6th Floor
Portland, Oregon 97204

23. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

24. AMENDMENTS

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

25. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

26. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

27. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

28. PROHIBITED INTEREST

- (a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

29. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

30. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

31. COMMENCEMENT OF WORK

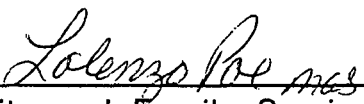
Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

32. ADDITIONAL PROVISIONS

None

CONTRACTOR: MULTNOMAH COUNTY, OREGON, COMMUNITY AND FAMILY SERVICES DIVISION.

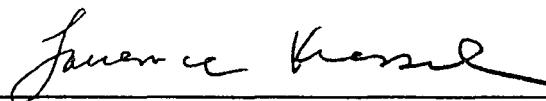
By: 
Community and Family Services Division
Director

Date: 12/1/94

By: 
Multnomah County Chair

Date: 12/22/94

Reviewed: Multnomah County Counsel

By: 

Date: 12/7/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

CITY OF PORTLAND

By: _____

MIKE LINDBERG
Commissioner of Public Affairs

Date: _____

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

By: _____

City Attorney

Date: _____

D011/DT082994

Exhibit A

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE

BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1994-95

SCOPE OF CONTRACTOR SERVICES

Introduction

The Block-By-Block (BBB) Weatherization Program is a City of Portland Energy Office, neighborhood-based conservation program providing free house tightening and insulation work in low income homes. This program will be marketed to four selected neighborhoods with assistance from each neighborhood association. Three all-day Energy Fairs serve as the primary means for participant sign-up and offers opportunity to educate residents about wise energy practices. After sign-up, an energy analysis is provided to identify cost effective weatherization work which is performed by licensed contractors.

Multnomah County, Community and Family Services Division, Community Action Program Office (CAPO) will be involved by providing an energy audit to identify the work to be performed, selecting, scheduling and paying contractors to perform the work. Also providing in-home energy education and follow-up, inspecting completed jobs, and making application for utility and state weatherization rebates.

The contractor shall perform the following.

1. Receive a minimum of 160 qualified participant names from the Energy Office. If during the contract period, it appears that additional qualified participants will be needed to meet the 125 weatherized homes goal, CAPO will notify the Energy Office.
2. Assign two Energy Auditors to BBB from approximately November 14 through December 21, 1994. For the remainder of the contract, one Energy Auditor may be assigned to BBB.

During this time, coordinate with the Neighborhood Green Corps and the Energy Office to utilize the volunteer services of two Green Corps members on BBB audits. Pair one volunteer with a CAPO auditor, creating a team to complete audits and home energy education. The CAPO auditor will always take the lead role, but will involve the volunteer in as many aspects of the home visit as is practical, including the following.

- appointments
- house measurements, furnace testing
- preparation of contractor work orders
- in-home energy education
- installation of low cost materials
- blower door operation
- post contractor inspections
- job follow-up, rebate application, file management, etc.

3. Contact each BBB participant to schedule and perform a total of 160 "Home Energy Visits." The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by CAPO and the Energy Office.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at an a job cost of about \$825. CAPO and the Energy Office will jointly create a priority list stating which measures will be recommended and under which circumstances.

- (2) When an oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O₂ percentages, and steady state furnace efficiency. Also perform a combustion flue backdraft analysis. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to CAPO's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure, where burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor if an insulation measure is installed.

B. In-Home Energy Education.

- (1) CAPO staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is one hour.
- (2) The Energy Office will work jointly with CAPO to make changes in the In-Home Education Procedure, and produce supporting materials.
- (3) At the discretion of the energy auditor, the auditor may install the low flow showerhead issued at the Energy and Housing Fair, and turn down the thermostat setting on water heaters.

3. Select contractor(s), schedule and pay for major measure work on 125 homes as recommended and prioritized in the energy audit report. Standards for work performance by shall be agreed upon by CAPO and the Energy Office. For wall insulation, CAPO will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by CAPO for use in their state funded weatherization program. The target for average subcontractor cost is \$900 per home.
4. Conduct post work inspections on at least 75 percent (approximately 95) of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.
5. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Department of Energy, Northwest Natural Gas Co., Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by CAPO in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$26,000 ?? in rebates and administrative reimbursement.
6. Carryover to the 1994-95 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately \$20,000 ?? in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1995-96 Block-By-Block Program or returned to the Energy Office.
7. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 28, Progress Reports.

8. Maintain a client/job database, and use the database for monthly and final reports.
9. Consolidate BBB client database. Customer and job data on 1492 homes is recorded on a Macintosh database, and data on 46 homes is in hard copy files. The contractor will transfer this file information onto the Paradox database presently in use for BBB records.
10. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement.
11. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, CAPO shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

Exhibit B

**MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE**

**BLOCK-BY-BLOCK WEATHERIZATION PROGRAM
1994-95**

SCHEDULE FOR CONTRACTOR SERVICES

1. Contract begins. October 3, 1994
2. Three Energy Fairs are produced by the Energy Office and River City Resource Group. October 15, 1994
November 19, 1994
January 7, 1995
3. Begin home energy visits. November 1994
The schedule for completion is:
 - 90 completed by December 31, 1994
 - 135 completed by February 14, 1995
 - 160 completed by March 15, 1995
4. Assign and complete all weatherization work within 60 days of the audit/infiltration date.
The schedule for completion is:
 - 75 completed by February 28, 1995
 - 125 completed by April 15, 1995
5. Complete inspections on 75 percent of the houses. June 15, 1995
6. Complete applications for utility and state rebates on all jobs. July 15, 1995
7. Contract ends. August 31, 1995
8. Submit final billing to Energy Office. September 29, 1995
9. Submit final report. September 29, 1995

Exhibit C

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE

BLOCK-BY-BLOCK WEATHERIZATION PROGRAM
1994-95

BUDGET

BUDGET FOR CONTRACTOR SERVICES

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform 160 energy audits and home education visits, 95 post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. \$28,000

2. Provide insulation and weatherization services for 125 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$78,000 as CAPO applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page)

78,000

TOTAL \$106,000

**REBATE BUDGET
1994-95**

In addition to the above contracted budget, CAPO will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1993-94 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program or returned to the Energy Office. The following is an accounting of the source of rebate funds to be used as a supplement to the \$78,000 budgeted for weatherization (item 2, previous page) on the current year's program.

- | | | |
|----|--|-----------------|
| 1. | Rebates carried over from 1992-93. | \$2,196 |
| 2. | Rebates applied for and not spent in 1993-94 total \$46,790. Of this amount, \$26,634 has been spent on weqtherization for the 1993-94 budget, leaving a potential carryover budget of \$20,156. As of 9/26/94, \$10,778 has been collected, \$9378 still outstanding. For budget purposes, we will estimate 75 % collection rate X \$9.378 = \$7,034. Therefore, the total carry over rebate budget from 1993-94 is estimated at \$17,812 | \$17,812 |

When a final accounting is completed, the rebates will be carried into the 1994-95 budget for direct weatherization.

- | | | |
|----|---|----------------------|
| 2. | Estimated 1994-1995 BBB Program rebates | <u>26,000</u> |
| | REBATE TOTAL (estimated) | \$46,008 |



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

May 16, 1994

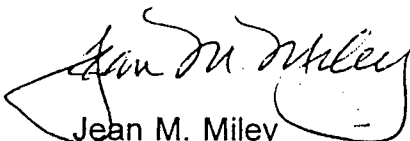
Cilla Murray
Community and Family Services Division
Multnomah County
Bldg. 161/2nd Floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,


Jean M. Miley
Risk Manager

N:\DATA\WPCENTER\RISK\JM\RMISK1

cc: Howard Cutler

MEETING DATE: DEC 22 1994

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15599. (Property originally purchased at public auction.)

Deed D941006 and Board Orders attached.

12/22/94 CERTIFIED COPY OF ORDER, ORIGINAL DEED &
COPY OF ALL TO TAX TITLE; COPY TO TRATT
RYAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Dine Pat Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 12 PM 3:38

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D941006 Upon Complete Performance of) ORDER
a Contract to) 94-245
)
TCT INVESTMENT, INC.)

It appearing that heretofore on June 10, 1991, Multnomah County entered into a contract No. 15599, with BRUCE J. and SUSAN K. CAMPBELL, husband and wife; and RICHARD C. and VIVIAN S. OBERG, husband and wife; recorded at Book 2435 and Page 329 of the Multnomah County Real Property Records, for the sale of the real property hereinafter described; and

It further appearing that on January 7th, 1994 the Campbells and the Obergs assigned all their rights and interest in the above referenced contract to TCT Investments, Inc. without the consent of the County. This assignment was recorded at Book 94, Page 6629 in the Multnomah County Real Property Records; and

It further appearing that even though the assignment was done without the County's consent, TCT Investments, Inc. has fully performed the terms and conditions off said contract and is now entitled to a deed conveying said property to it;

NOW THEREFORE, it is hereby ORDERED 1. The County shall ratify the above referenced assignment of contract; and 2. The Chair of the Multnomah County Board of County Commissioners execute a deed conveying to TCT Investments, Inc. the following described real property, situated in the County of Multnomah, State of Oregon:

ALBINA
LOTS 5 & 6, BLOCK 1

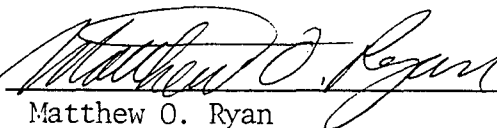
Dated at Portland, Oregon this 22nd day of December,
1994



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED: NOTED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan

DEED D941006

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TCT INVESTMENT, INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ALBINA
LOTS 5 & 6, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$60,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

PO BOX 12407
PORTLAND, OR 97212-0407

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of December 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By Pat Frabler

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON

)

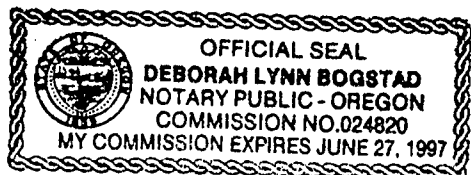
) ss

COUNTY OF MULTNOMAH

)

On this 22nd day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: DEC 22 1994

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of Repurchase Deed to former owner.

Deed D951148 and Board Orders attached.

12/22/94 ORIGINALS to TAX title

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 13 AM 10:58

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *JANICE DEUNIAN* *By Betty Williams*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951148 for Certain) ORDER
Tax Acquired Property to) 94-246
ELVIS M. JOHNSON

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that the estate of ELVIS M. JOHNSON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$4,860.60 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

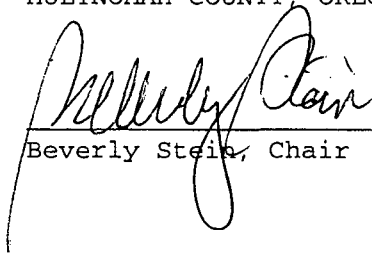
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

LINCOLN PARK ANNEX
LOT 14, BLOCK 16

Dated at Portland, Oregon this 22nd day of December, 1994.



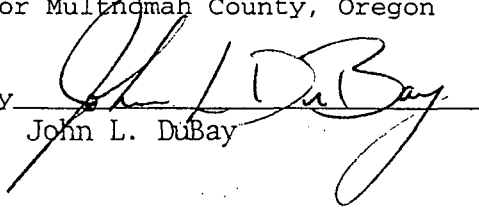
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


John L. DuBay

DEED D951148

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ELVIS M. JOHNSON, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK ANNEX
LOT 14, BLOCK 16

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,860.60.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

% CRYSTAL HATCHER
1226 NE HIGHLAND
PORTLAND OR 97211

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of December, 1994, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Juneberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON

)

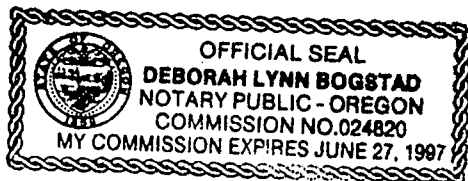
) ss

COUNTY OF MULTNOMAH

)

On this 22nd day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: DEC 22 1994

AGENDA NO.: C-12

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to agreement with Clackamas County Public Health Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [x] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of amendment to agreement contract #200585 with Clackamas County Public Health Division for the provision of HIV case management services for persons with disabling HIV disease. This amendment will increase funds to the contractor.

12/23/94 ORIGINALS to Herman Branne

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

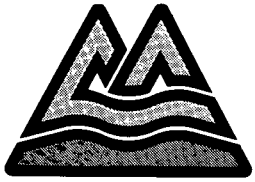
Or

DEPARTMENT MANAGER: Bill Odgaard

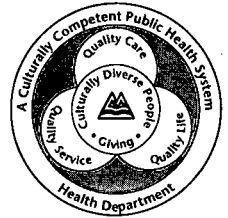
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

BOARD OF
COUNTY COMMISSIONERS
CLACKAMAS COUNTY
OREGON
1994 DEC 14 PM 5:04



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: B. H. Odegaard

REQUESTED PLACEMENT DATE:

DATE: December 7, 1994

SUBJECT: Amendment to Agreement with Clackamas County Public Health Division

- I. Recommendation/Action Requested: The Board is requested to approve this amendment to agreement #200585 with the Clackamas County Public Health Division for the period October 1, 1994 through June 30, 1995.
- II. Background/Analysis: The original agreement was executed September 29, 1994 and provides HIV case management services for persons with disabling HIV disease. The amendment will increase the monthly payments to the contractor retroactive to October 1, 1994.
- III. Financial Impact: The monthly payment to contractor will be increased from \$2,500 to \$2,790.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governments in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other government Participation: None.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200585Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Amendment will provide additional funds.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Clackamas County Public Health DivisionMailing Address 1425 Kaen Rd.Oregon City, Oregon 97045Phone 655-8471 x8479

Employer ID# or SS# _____

Effective Date October 1, 1994Termination Date June 30, 1995Original Contract Amount \$ RequirementsTotal Amount of Previous Amendments \$ Requirements

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements**REQUIRED SIGNATURES:**Department Manager Billy OdegaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]

maximum of \$16,000/yr
 Remittance Address for vouchers
 (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ 2,790 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☒ Requirements Not to Exceed \$ 41,092Encumber: Yes ☐ No ☐Date 12/8/94

Date _____

Date 12/22/94Date 12/22/94

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0320			6060		0371	HIV Consortium Requirements		
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AMENDMENT NO 1 TO
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the ___ day of _____, 1994, by and between MULTNOMAH COUNTY, (hereafter "COUNTY"), and the Clackamas County Public Health Division, (hereafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain Agreement, dated September 29, 1994, entitled Agreement Between Multnomah County and Clackamas County Public Health Division (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:
Amend section 3.A. Compensation to read:

- 1) A maximum of \$2,790 per month upon receipt of a monthly report detailing the number of case management visits.
- 2) A maximum of \$16,000 per year for contracts with community-based aid service organizations, medical vouchers, support services vouchers, emergency housing vouchers, educational materials and interpreters upon receipt of a monthly line item expenditure report.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly approved officers on the date first written above.

By _____

Date _____

CONTRACTOR'S Federal I.D. # _____

MULTNOMAH COUNTY
HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director

Date 12/8/94

By _____

Program Manager

Date _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

REVIEWED

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

REVIEWED

By Laurence Kressel
MULTNOMAH COUNTY COUNSEL

MEETING DATE DEC 22 1994

AGENDA NUMBER R-1

AGENDA PLACEMENT FORM

SUBJECT: Adopting 1994-95 Supplemental Budget

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 22, 1994

Amount of Time Needed: 1 minute

DEPARTMENT: Nondepartmental DIVISION Budget & Quality

CONTACT: Dave Warren TELEPHONE : 248-3822

BLDG/ROOM: _____

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Resolution in the Matter of Adopting a 1994-95 Supplemental Budget and making appropriations.

12/22/94 certified true copies
to Dave Warren

1/18/95 copies to TSCC

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
1994 DEC 13 AM 10:56
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: December 8, 1994

REQUESTED PLACEMENT DATE: December 22, 1994

SUBJECT: Adopting the Supplemental Budget

I. Recommendation / Action Requested:

Adopt the Supplemental Budget

II. Background / Analysis:

The Supplemental Budget was originally passed by the Board on October 27, 1994. It was reviewed and certified without objections or recommendations by the Tax Supervising and Conservation Commission on December 8, 1994. (See attached letter from Tax Supervising)

III. Financial Impact:

This action transfers \$441,744 between the CIP and the Equipment Lease Purchase Fund to buy mobile data terminals for the Sheriff's vehicles, and appropriates \$542,000 of COP receipts to buy a voice mail system in the Telephone Fund.

IV. Legal Issues:

None

V. Controversial Issues:

None, boring

VI. Link to Current County Policies:

The COP's will fall within the parameters of the policy on Short Term and Long Term Debt Financing.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

attachment

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building

421 S.W. Fifth Avenue

Portland, Oregon 97204-2189

(503) 248-3054 FAX 248-3053

December 8, 1994

Board of County Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Tax Supervising and Conservation Commission met on December 8, 1994 to review, discuss and conduct a public hearing on the Multnomah County 1994-95 Supplemental Budget. This hearing was conducted pursuant to ORS 294.480 (4)(a) to confirm compliance with applicable laws and determine the adequacy of estimates necessary to support efficient and economical administration of the county.

The 1994-95 supplemental budget is hereby certified without recommendation or objection.

1994-95 Supplemental Budget estimate amounts certified are as follows:

Equipment Lease/Purchase Fund	\$ 441,744
Capital Improvement Fund	0
Telephone Fund	<u>542,000</u>

Total Multnomah County 1994-95 Supplemental Budget Estimates	\$ <u>983,744</u>
---	-------------------

Please file a copy of the adopting ordinance with the Commission within 15 days of adoption.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



Courtney Wilton
Administrative Officer

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY

(In the Matter of the Adoption of a)
(Supplemental Budget for Multnomah)
(County, Oregon, for the Fiscal Year July 1,)
(1994 to June 30, 1995, and Making the)
(Appropriations thereunder, Pursuant to)
(ORS 294.435)

RESOLUTION
94-247

WHEREAS the above entitled matter is before the Board to consider the adoption of the supplemental budget for Multnomah County for the fiscal year July 1, 1994 to June 30, 1995; and

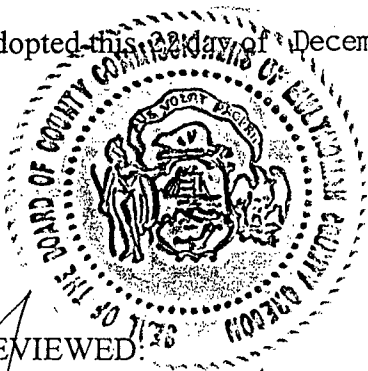
WHEREAS the Multnomah County supplemental budget authorizes expenditure of revenues resulting from the sale of Certificates of Participation, and

WHEREAS the Multnomah County supplemental budget as prepared by the duly appointed Budget Officer has been reviewed by the Tax Supervising and Conservation Commission at a hearing on December 8, 1994 in accordance with ORS 294.605-705 and certified without objection or recommendation; and

WHEREAS the supplemental budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A;

NOW THEREFORE BE IT RESOLVED that the supplemental budget, including Attachment A, is hereby adopted as a supplemental budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

Adopted this 22nd day of December, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

SUPPLEMENTAL BUDGET

ATTACHMENT A - SCHEDULE OF APPROPRIATIONS

Fund	Appropriation	Increase (Decrease)
Equipment Lease/Purchase Fund		
	Nondepartmental	
	Capital Outlay	441,744
Capital Improvement Fund		
	Environmental Services	
	Capital Outlay	(441,744)
	Cash Transfer to	
	Equipment Lease Purchase	
	Fund	441,744
Telephone Fund		
	Environmental Services	
	Materials & Services	25,000
	Capital Outlay	419,000
	Contingency	98,000

MEETING DATE: DEC 22 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order issuing a quitclaim deed for Orchid Street Site

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: Dec 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/

CONTACT: Katherine Burk

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Susan Hathaway-Marxer, Portland Parks Department

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

On June 18, 1989 the City of Portland accepted a bargain and sale deed from Multnomah County for three lots located at SW 51st Avenue and SW Marigold Street. These lots, known collectively as Orchid Street, were given to the City either for use as a park or as an asset to be sold. Several conditions are stipulated in this sale deed that the City of Portland asks be waived via a quitclaim deed.

The rationale for this action is that the size of this site (15,000 square feet), its close proximity to the Smith School, and the residential nature of the site make the required actions somewhat irrelevant. Neighborhood representatives agree that this site appropriate for development.

The City of Portland will use part of the proceeds from the sale of the Orchid Street site to contribute to the recently formed Local Improvement District in this area. The remainder of the money from the sale will be used to purchase land for parks or make improvements at other parks Southwest Portland.

12/22/94 ORIGINAL DEED, TRUE COPY OF ORDER & COPY OF ALL to SUSAN HATHAWAY-MARXER. COPIES TO KATHERINE BURK, DAN RICH AND Tax Title
SIGNED: _____
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 15 PM 12:42

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: DECEMBER 14, 1994

REQUESTED PLACEMENT DATE: DECEMBER 22, 1994

RE: Order issuing a quitclaim deed for Orchid Street Site

I. Recommendation/Action Requested:

Approval of quitclaim deed.

II. Background/Analysis

On June 18, 1989 the City of Portland accepted a bargain and sale deed from Multnomah County for three lots located at SW 51st Avenue and SW Marigold Street. These lots, known collectively as Orchid Street, were given to the City either for use as a park or as an asset to be sold. Several conditions are stipulated in this sale deed that the City of Portland asks be waived via a quitclaim deed.

The rationale for this action is that the size of this site(15,000 square feet), its close proximity to the Smith School, and the residential nature of the site make the required actions somewhat irrelevant. Neighborhood representatives agree that this site appropriate for development.

The City of Portland will use part of the proceeds from the sale of the Orchid Street site to contribute to the recently formed Local Improvement District in this area. The remainder of the money from the sale will be used to purchase land for parks or make improvements at other parks in Southwest Portland.

III. Financial Impact

None are apparent.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None. The neighborhood residents are in support of this action.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of granting a quitclaim deed)	
from Multnomah County to the City of)	ORDER
Portland for the lots collectively known as)	94-248
Orchid Street.)	

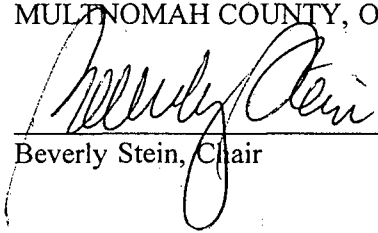
It appearing that on June 18, 1989 the City of Portland accepted a bargain and sale deed from Multnomah county for Lots 14, 15 and 16, Block 5, West Portland subdivision, Multnomah County, Oregon; and that these lots, know collectively as Orchid Street, were given to the City either for use as a park or as an asset to be sold; and that several conditions are stipulated in this sale deed that the City of Portland asks be waived; and the rationale for this action is that there is agreement between neighborhood representatives that these sites are appropriate for development because of the size (15,000 square feet), close proximity to the Smith School, and residential nature of the site; and that the City of Portland will use part of the proceeds from the sale of the Orchid Street site to contribute to the recently formed Local Improvement District in the area; and that the remainder of the money from the sale will be used to purchase land for parks or make improvements at other parks in Southwest Portland.

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a quitclaim deed for the purpose of terminating all conditions related to sale or transfer of the above described property by Grantee as set forth in the Bargain and Sale Deed from Grantor to Grantee dated December 22, 1987, recorded August 2, 1989, in Book 2224, Pages 1209-1211, or the Multnomah County Deed records.

Dated this 22nd day of December, 1994



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

John DuBay, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

QUITCLAIM DEED

Multnomah County, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to the City of Portland, Grantee, all right, title and interest of Grantor in the following described property:

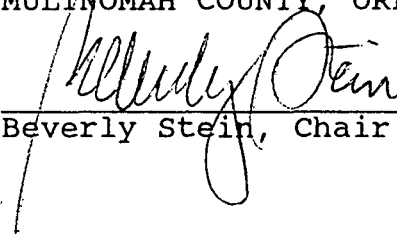
Lots 14, 15 and 16, Block 5, West Portland subdivision, Multnomah County, Oregon.

This instrument is executed for the purpose of terminating all conditions related to sale or transfer of the above described property by Grantee as set forth in the Bargain and Sale Deed from Grantor to Grantee dated December 22, 1987, recorded August 2, 1989, in Book 2224, Pages 1209-1211, of the Multnomah County Deed records.

Dated this 22nd day of December, 1994



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County

By: 

John L. DuBay

F:\DATA\COUNSEL\WPDATA\FIVE\499JLD.DOC\jld

AFTER RECORDING RETURN TO:

Susan Hathaway-Marxer
Portland Parks and Recreation
1120 SW Fifth, Suite 1302
Portland, Oregon 97204

STATE OF OREGON

)

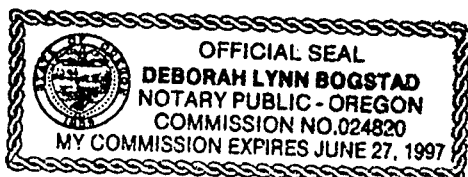
) ss

COUNTY OF MULTNOMAH

)

On this 22nd day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My Commission expires: 6/27/97

Meeting Date: DEC 22 1994
Agenda No: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exempt employee job title and salary range revisions.

BOARD BRIEFING Date Requested: December 22, 1994

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: December 22, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

This proposed Ordinance reflects routine updating of the exempt employee compensation system to: (1) Delete classifications no longer needed; (2) Create new classifications (no cost); (3) Change selected salary ranges to reflect increases or decreases in responsibility; and (4) Award special adjustments in order to maintain appropriate internal relationships. The costs associated with the last two items will be absorbed within current budgeted funds.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steingard

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the board Clerk 248-3277/248-5222

1994 DEC 15 AM 11:16
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith

DATE: December 12, 1994

REQUESTED PLACEMENT DATE: December 22, 1994

RE: Ordinance amending Ordinance No. 792 in order to add, delete, and revise exempt pay ranges.

I. Recommendation/Action Requested: Adoption of Ordinance

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

Section II.(A) deletes two classifications that are no longer needed, due to departmental reorganization of responsibilities.

Section II.(B) adds new classifications that have become necessary due to creation of new programs or reorganization of responsibilities. All these classifications, except one, have been previously adopted by the Board by budget modification or other action. This Ordinance adopts salary ranges for these classifications. The exception is Property/Commissary/Laundry Administrator, which is necessary to recognize responsibilities added to a civilian position in the Sheriff's Office. The Sheriff's Office will be processing a Budget Modification to reclassify one position to this new class.

Section II.(C) moves the salary range upward one range for the Finance Manager and for the Civil Process Supervisor. At the beginning of 1994, the Civil Process Supervisor requested a review of his position evaluation. That review is now completed, and it is recommended that the pay range be increased to adequately reflect this position's responsibility, particularly in the area of public contact.

The functions in Management Support Services (MSS) were reorganized effective February 14, 1994. The management of the Purchasing Division became part of the Finance Manager's responsibilities. These additional responsibilities result in the recommended pay range increase for this position.

Finally, in this paragraph, these new pay ranges are brought forward to the present time by applying across-the-board increases that have occurred since the recommended effective dates for the two positions.

Section II.(D).1. removes the set pay range for Chief Deputy District Attorney and allows the District Attorney to administer the pay for this classification as is done for most other appointed staff that report directly to elected officials.

Section II.(D).2. sets the County share of the District Attorney's pay at \$14,032. This is a \$3,000 annual increase over the current pay of \$11,032. The County share of the District Attorney pay has not been changed since the early 1980's. As explained in a separate memo from Kelly Bacon of the DA's Office, the total pay for Multnomah County's District Attorney is less than that of four other large Oregon counties. The District Attorney also is compensated less than some of his subordinate staff. This recommendation brings the pay range more in line with other counties, but does not fully resolve the problem of internal relationships within the DA's Office.

Section III specifies that employees in classifications with ranges that have been revised are reclassified and may be eligible for pay increases within the limits of Ordinance 778, Section IX.(A), which is the Board's regular pay administration policy.

Section IV recommends that one employee's pay be increased. There are a number of reasons for the recommended adjustment in the Child & Adolescent Mental Health Manager annual pay to \$57,992. First, over the last few years the Child & Adolescent Mental Health Program has grown in scope and in number of employees. It was primarily School Based Mental Health; it now includes the Youth Program Office, the Partners Project, and a number of other specialized programs with over 60 employees. Second, the incumbent now has a direct reporting relationship to the Director of Community & Family Services, as opposed to other managers within the division who report to the Deputy Director. Third, as shown in the chart below, the incumbent is by far the lowest paid manager in the Division. This increase in pay will not make him the highest paid but will bring him to the level of the next lowest paid manager in the Division.

All of the below are in the same salary range (129):

Dev Disability Mgr	\$63,780	Hired 7/90
Alcohol/Drug Mgr	\$60,941	Hired 5/86
Support Mgr	\$60,312	Hired 2/79
MED Manager	\$57,232	Hired 7/89
CAMH Manager	\$49,965	Hired 1/90

III. Financial Impact: There is no financial impact associated with this Ordinance, except for the revised pay ranges in Section II (C) and (D) and the Special Adjustment identified Section IV. The cost of these adjustments will be absorbed within the current budgeted funds by the respective departments concerned.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

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ORDINANCE FACT SHEET

Ordinance Title: Ordinance amending Ordinance No. 792 in order to add, delete, and revise exempt pay ranges.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

This proposed Ordinance reflects the most recent work of the Personnel Section to keep the exempt employee compensation system, which was installed in 1991, up to date. The major changes proposed are: (1) Delete classifications no longer needed; (2) Create new classifications (no cost); (3) Change selected salary ranges to reflect increases or decreases in responsibility; and (4) Award special adjustments in order to maintain appropriate internal relationships. The costs associated with the last two items will be absorbed within current budgeted funds. The revision in the Finance Manager range reflects increase in responsibilities for absorbing the Purchasing Division on February 14, 1994. The increase in the Civil Process Supervisor range is the result of a requested review to ensure that the position responsibilities are correctly evaluated.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

N/A.

What has been the experience in other areas with this type of legislation?

N/A.

What is the fiscal impact, if any?

There is no fiscal impact associated with this Ordinance, except for the Revisions in Section II and the Special Adjustment identified in Section IV. The cost of these adjustments will be absorbed within the current budget of the respective departments concerned.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith by SJA

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Beverly H. Hurd

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. _____

4 An ordinance amending Ordinance No. 792, in order to add, delete and revise
5 exempt pay ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

8 (A) Multnomah County, Oregon employs a variety of individuals excluded from
9 any collective bargaining agreement referred to as "exempt" employees.

10 (B) It is the County's policy to establish an exempt compensation plan that
11 provides such pay as necessary for the County to recruit, select, and retain qualified
12 management, supervisory, administrative, and professional employees; that recognizes
13 employee performance, growth, and development; that maintains an appropriate internal
14 relationship among classifications and employees based on job responsibilities,
15 qualifications, and authority; and that maintains parity between equivalent exempt and
16 non-exempt positions.

17 (C) The Personnel officer is responsible for developing and recommending
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19 Section II. Deletion, Addition and Revision of Job Titles and Ranges.

20 (A) Deletions: The following job titles established in Exhibit A of Ordinance No.
21 792 are deleted, effective January 1, 1995:

22 Health Supply Administrator

23 Housing & Community Services Program Administrator

24 (B) Additions: The following job titles and pay ranges are added to Exhibit A
25 of Ordinance No. 792, effective January 1, 1995:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Deputy Director/DCC *	\$49,563	\$59,475	\$69,388
Detention Reform Proj Mgr *	\$42,797	\$51,357	\$59,916
Foreclosed Property Coord	\$33,553	\$40,263	\$46,974
Property/Commissary/Laundry Admin	\$35,231	\$42,277	\$49,323
Lib Entrepreneurial Act Coord *	\$42,797	\$51,357	\$59,916
Public Affairs Coordinator	\$36,981	\$44,377	\$51,773

*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

(C) Revisions. The pay range for Civil Process Supervisor is increased by 5%, effective January 1, 1994 due to a review of responsibilities. The pay range for Finance Manager is increased by 5%, effective February 14, 1994 due to expanded responsibilities. The actual pay ranges for these classifications shall be calculated taking into account the July 1, 1994, COLA adjustments (Ordinance No. 792, 2.5% increase) and the December 7, 1994, pay adjustment (Ordinance No. ____, 5.6% increase).

(D) Additional Revisions.

1. The pay range for Deputy District Attorney/Chief is removed, effective January 1, 1995 (pay for this position is to be determined by the District Attorney pursuant to Ordinance No. 778 Section IV. (B)).

2. The County share of the District Attorney's pay is \$14,032, effective January 1, 1995.

Section III. Effect on Employees.

Employees in classifications with pay ranges which have been revised by this Ordinance shall be deemed reclassified, and may receive salary adjustments as authorized in Ordinance 778, Section IX. (A) and (B).

1 Section IV. Special Adjustment.

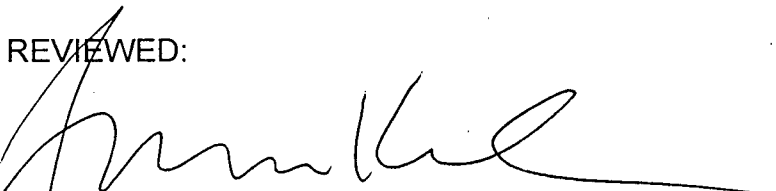
2 The incumbent in the following classification shall receive a one-time salary
3 adjustment, effective January 1, 1995, to the following annual salary rate. This
4 adjustment is necessary to maintain appropriate internal relationships among exempt
5 employees.

6 <u>Title</u>	<u>Annual Salary</u>
7 Child & Adolescent Mental Health Manager	\$57,992

8 ADOPTED the _____ day of _____, 1994, being the date of
9 its second reading before the Board of County Commissioners of Multnomah County,
10 Oregon.

11
12 By _____
13 Beverly Stein, Chair
14 MULTNOMAH COUNTY, OREGON

15 REVIEWED:

16 
17
18 Laurence Kressel, County Counsel
19 of Multnomah County, Oregon

20 N:\DATA\EMP\SERI\WPDATA\ISJA142

DEC 22 1994

R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPT. _____

DIVISION

COMMUNITY & FAMILY SERVICES

CONTACT SUSAN CLARK / KATHY TINKLE

PHONE

248-3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

LORENZO POE/SUSAN CLARKSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)Budget Modification CFSD # 3 increases the Community Action Program budget by a net of \$590,412 to reflect changes in grants and brings the budget into line with actual grant revenues.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFSD # 3 increases the Community Action Program budget by a net of \$590,412 to reflect changes in grants and brings the budget into line with actual grant revenues. The Community Action Program attempted to make these changes via the technical amendment process in June for the FY 94/95 fiscal year. Due to time constraints, the changes did not occur prior to budget adoption.

Several revenues change, with one of the most significant being the deletion of the \$307,000 United Way Homeless Action Fund. This fund was found to be uncollectable making it necessary for the County to write off a \$195,935 covering FY 91/92 through FY 93/94. Other significant revenue changes include new revenues: City of Portland Pilot increase of \$262,000 and State IHIP of \$183,600. Increased revenues include: City of Portland HUD CDBG \$508,080; ESGP of \$199,580 and Emergency Housing of \$154,539.

These revenues fund minor staffing increases, professional services and equipment, and increased contract/pass through in the Anti-Poverty and Housing Stabilization Unit.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Wash. Co. FEMA	\$12,530	DHR	(\$4,737)
HAP/PDX/Pilot	\$262,000	City Emergency Funds	(\$838,312)
IHIP	\$183,600	City of Gresham	(\$18,950)
Clack. Co. FEMA	\$9,340	Misc. Chgs	\$4,893
HUD CDBG-City	\$508,080	United Way	(\$307,000)
CSBG	\$7,444	The Oregonian	\$11,775
FEMA	\$144,505	RWJ	(\$1,848)
City Relocation	\$27,300	Better Homes	\$15,983
HUD/ESGP	(\$13,275)	Fred Meyer	\$30,500
CSBG-Homeless	(\$57,040)	Oregon Food	\$36,000
DPP-Homeless	\$13,025	LIEAP	(\$16,229)
ESGP-City	\$199,580	PVE Stripper Well	\$64,717
SAFAH	\$31,868	Oregon Energy Services	\$7,857
Homeless Fam-FAS	\$42,764	LIEAP Weatherization	\$38,631
Emerg Housing Acct	\$154,539	DOE Weatherization	\$35,449
LIRHA	(\$3,282)	County CGF Indirect Support	\$8,197
SHAP	(\$9,795)	Svs Reim. Fed/State to General Fund	\$8,197
State Veterans Affairs	\$12,500	Svs Reim. Fed/State to Insurance Fund	\$809
		Svs Reim. Fed/State to Telephone Fund	\$656

1994 DEC 13 AM 10:56

COUNTY COMMISSIONER

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____

(Specify Fund)

(Date)

AFTER THIS MODIFICATION: \$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

EXPENDITURE
TRANSACTION EB GM []

CFSD #3

TRANSACTION DATE: _____

ACCOUNTING PERIOD:

File: c:\123r3\9495\budmods\CAPOMOD1.wk3

BUDG FY:

[illegible]

REVENUE

CFSD #3

TRANSACTION EB GM [] TRANSACTION DATE: _____

ACCOUNTING PERIOD:

BUDG FY:

[illegible]

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
0.20	OA2 (JCN 6001)	\$4,299	\$1,112	\$5,270	\$10,681
0.50	PDT (JCN 6020)	\$11,575	\$2,994		\$14,569
(0.80)	CHN (JCN 6315)	(\$32,191)	(\$8,329)	(\$7,185)	(\$47,705)
(0.10)	TOTAL ANNUALIZED CHANGES	(\$16,317)	(\$4,223)	(\$1,915)	(\$22,455)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.20	OA2 (JCN 6001)	.80FTE to 1.0 FTE, 7/1/94 (Jefferies) Org 1260	\$4,299	\$1,112	\$5,270	\$10,681
0.50	PDT (JCN 6020)	.50 FTE to 1.0 FTE, 7/1/94 (Marson) Org 1260	\$11,575	\$2,994		\$14,569
(0.60)	CHN (JCN 6315)	Delete 10/1/94, funding ends, Org 1260	(\$26,329)	(\$6,811)	(\$5,778)	(\$38,918)
N/A	Temporary	Temp Special Project (Chandless) Org 1260	\$15,593	\$4,034	\$373	\$20,000
N/A	Temporary	Temp Planner for 120 days (680 hrs) Org 1260	\$10,118	\$2,618	\$837	\$13,573
N/A	Overtime	Org 1260	\$2,000	\$516	\$85	\$2,601
N/A	Overtime	Org 1280	\$500	\$129	\$22	\$651
N/A	Savings/Overtime	Org 1250 savings due to hire of new program	(\$580)			(\$580)
		manager allows for some Sr. OA Overtime.	\$580			\$580
0.10	TOTAL CURRENT FISCAL YEAR CHANGES		\$17,756	\$4,592	\$809	\$23,157

File: c:\123r319493\budmod1\CAPOMOD1.wk3



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners
FROM: *Lorenzo Poe* Director
Community and Family Services Division
DATE: December 1, 1994
SUBJECT: Budget Modification **CFSD #3**

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification **CFSD #3**. This modification increases the Community Action Program budget by a net of \$590,412 to reflect changes in several grants and brings the budget into line with actual grant revenue.

II. BACKGROUND/ANALYSIS: The Community Action Program attempted to make most of these changes via the technical amendment process in June. Documentation to support changes were unable to be verified at the time, so the changes did not occur prior to the adoption of the FY 94/95 budget.

Several revenues change with the most significant being the deletion of \$307,000 in United Way Homeless Action Fund revenue. During FY 93/94 this fund was found to be uncollectible making it necessary for the County to write off a \$195,935 deficit that had accumulated from FY 91/92 through FY 93/94. No expenditure of these FY 94/95 budgeted funds have occurred so the deletion of this revenue has no effect on contracted services.

Other significant revenue changes include HAP/City /Pilot \$262,000; State IHIP \$183,600; HUD CDBG/City \$508,080; FEMA \$144,505; ESGP/City \$199,580; Emergency Housing \$154,539 and City Emergency Funds (\$838,312). These revenues fund minor staffing increases, increases in professional services, weatherization supplies and equipment and increased contract/pass through capacity in the Anti-Poverty and Housing Stabilization Unit.

III. FINANCIAL IMPACT: The net budget change that results from this modification is an increase of \$590,412 from 33 revenue sources. The County General Fund Cash Transfer to this program will increase by \$8,197 to provide support for Indirect Costs as

Page 2
Bud Mod CFSD #3
December 1, 1994

will the service reimbursement from the Federal State fund back to the General Fund. The provides for no net change in the General Fund. Services reimbursements to the Insurance Fund (\$809) and the Telephone Fund (\$656) also are increased.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: The actions taken via with budget modification were reviewed by the Community Action Agency Committee at their November 30, 1994 meeting and will be recommended for approval by the Community Action Commission at their first meeting in December.

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

(12019401/KT/CFSD #3)

BUDGET MODIFICATION NO.

DA 09

(For Clerk's Use) Meeting Date

DEC 22 1994

Agenda No.

R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT District AttorneyDIVISION Domestic ViolenceCONTACT Lisa MooreTELEPHONE 248-3133

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Reclassification of a deputy DA position to serve as senior deputy in the Domestic Violence program.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This budget modification reclassifies a deputy DA 3 to a deputy DA 4 to serve as the senior attorney of the Domestic Violence program. Funding for this change comes from savings in the Victims Services Administrator position budgeted in the DA's Victims Assistance program.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Lisa Moore

Date

11/28/94

Department Director

Kelly Bacon

Date

11/28/94

Plan/Budget Analyst

Shawn McInerney

Date

12/5/94

Employee Services

Chilimbras

Date

12/6/94

Board Approval

Deborah C. Bocasto

Date

12/22/94

1994 DEC 13 AM 10:56
MULTNOMAH COUNTY
OREGON

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Bal Sheet Account	Reporting Category	Object/Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										\$0		

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DA 09

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
-1.00	Deputy DA 3	(\$55,269)	(\$14,297)	(\$3,115)	(\$72,681)
1.00	Deputy DA 4	\$58,032	\$15,013	\$3,209	\$76,254
N/A	Victims Services Administrator (salary reduction only, no FTE)	(\$2,763)	(\$716)	(\$94)	(\$3,573)
0	TOTAL CHANGE (ANNUALIZED)	\$0	\$0	\$0	\$0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
-0.58	Deputy DA 3	(\$32,056)	(\$8,292)	(\$1,807)	(\$42,155)
0.58	Deputy DA 4	\$33,659	\$8,708	\$1,861	\$44,227
N/A	Victims Services Administrator (salary reduction only, no FTE)	(\$1,603)	(\$415)	(\$55)	(\$2,072)
TOTAL CURRENT FISCAL YEAR CHANGES		(\$0)	\$0	\$0	\$0

Office Memorandum **MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: May 26, 1994

REQUESTED PLACEMENT DATE:

RE: Budget Modification DA #9

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
This budget modification reclassifies the most senior deputy DA in the Domestic Violence unit from a DDA 3 to a DDA 4 and assigns supervisory and administrative responsibility to this position.

III. Financial Impact:
None

IV. Legal Issues:
N/A

V. Controversial Issues:
None

VI. Link to Current County Policies:
None

VIII. Other Government Participation:
None

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between David Douglas School District #40 and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 22, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement Between David Douglas School District #40 and the Sheriff's Office to provide office space for Multnomah County Sheriff's Safety Action Team.

12/23/94 ORIGINALS TO LARRY AAB

REGULARSIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

1994 DEC 14 AM 8:51
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: December 2, 1994

REQUESTED PLACEMENT DATE: December 22, 1994

RE: IGA Between MCSO and David Douglas School District No. 40

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

Through this IGA the David Douglas School District will provide, at no charge, the use of a 900 sq. ft. classroom for use by MCSO's Safety Action Team.

III. Financial Impact:

The District agrees to provide the space at no cost to the County.

IV. Legal Issues:

Standard IGA/Tort Claims Act indemnification language.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

David Douglas School District No. 40



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800615

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-6</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date December 2, 1994Contract Originator Captain Mel Hedgpeth Phone 251-2523 Bldg/Room 313/217Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract provide office space for Multnomah County Sheriff's Safety Action Team.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name David Douglas School District #40Mailing Address 1500 SE 130th Ave.
Portland, OR 97233Phone 252-2900 Attn: Gary HaaseEmployer ID# or SS# 93-6014226Effective Date upon completionTermination Date N/AOriginal Contract Amount \$ 0

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager *Mel Hedgpeth*Purchasing Director (Class II Contracts Only) *[Signature]*County Counsel *[Signature]*County Chair / Sheriff *[Signature]*Contract Administration (Class I, Class II Contracts Only) *[Signature]*Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 12/2/94

Date _____

Date 12/12/94Date 12/22/94

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	<u>17</u>	<u>1</u>										
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and David Douglas School District No. 40 (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the David Douglas School District No. 4 is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the parties agree that MCSO's David Douglas Safety Action Team provides a benefit to the public in the area served by the DISTRICT; and

WHEREAS, the DISTRICT desires to provide to the COUNTY and MCSO sufficient office space for the continued operation of the MCSO David Douglas Safety Action Team.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

PROVISION OF PREMISES FOR SAFETY ACTION TEAM USE

1. DISTRICT agrees to provide for MCSO's use, at no cost to COUNTY or MCSO, a classroom of approximately 900 square feet, owned by DISTRICT, and located at 1400 SE 135th Avenue, Portland, Oregon.
2. The parties agree that any accommodations made to the premises are subject to prior approval by DISTRICT, and that

DISTRICT shall not be responsible for any costs therefor, unless agreed to by DISTRICT.

3. MCSO agrees to use the premises provided by DISTRICT hereunder solely for purposes related to the operation of the MCSO David Douglas Safety Action Team.

4. The parties agree that DISTRICT shall not be responsible or obligated to provide a substitute location or replace any contents damaged or lost therein.

INDEMNIFICATION AND LIABILITY

5. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless DISTRICT, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.

6. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, DISTRICT shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

7. This Agreement shall be effective when signed by all the parties and shall remain in effect unless and until terminated as provided by section X of this agreement.

8. The parties agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both DISTRICT and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

9. This contract may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice, in writing, and delivered by certified mail or in person.

CONTRACT ADMINISTRATION

10. The Multnomah County Sheriff designates Captain Mel Hedgpeth, to represent MCSO in all matters pertaining to administration of this Agreement.

11. DISTRICT designates Gary L. Haase, Business Manager, to represent DISTRICT in all matters pertaining to administration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the last date written below.

MULTNOMAH COUNTY, OREGON

DAVID DOUGLAS SCHOOL DISTRICT

By: Beverly Stein
Beverly Stein, Chair

By: _____

Date: 12/22/94

Title: _____

Federal ID#: 93-6014226

Date: _____

By: _____
John Bunnell, Sheriff

Date: _____

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By: Jacqueline Weber
Jacqueline Weber

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO.

MCSO #8

(For Clerk's Use) Meeting Date DEC 22 1994
Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's OfficeCONTACT Larry Aab

DIVISION _____

TELEPHONE 251-2489

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

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification Requesting approval of four position reclassifications.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify four positions:

In the Uniform Administration Unit, an Office Assistant 3 will be reclassified to an Administrative Secretary effective 1/1/94.

In the Concealed Weapons Unit, an Office Asst. 2 will be reclassified to an Office Asst. 3 effective 1/10/94.

In the Personnel Unit, an Administrative Analyst will be reclassified to a Admin. Analyst Senior effective 7/1/93.

In the Property Commissary Laundry Unit a Fiscal Specialist 1 will be reclassified to a Property Commissary Laundry Administrator effective 1/1/94.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase cash transfer to Insurance Fund \$267.

CLERK OF
COUNTY COMMISSIONERS
1994 DEC 13 AM 10:56
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MCSO #8

Transaction EB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Revenue
Transaction RB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.
MCSO #8
5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
					0
(1)	Office Assistant 2	-22589	-5843	-5317	-33749
1	Office Assistant 3	24457	6326	5430	36213
					0
(1)	Administrative Analyst	-33563	-8681	-4324	-46568
1	Administrative Analyst Senior	34928	9034	4413	48375
					0
(1)	Fiscal Specialist 1	-30668	-7933	-6165	-44766
1	Property Commissary Laundry Administrator	33612	8694	6343	48649
					0
(1)	Office Assistant 3	-27808	-7193	-5660	-40661
1	Administrative Secretary	29044	7513	5734	42291
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	7413	1917	454	9784

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	CURRENT FY			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	Delete 1 Office Assistant 2	-22589	-5843	-5317	-33749
Permanent	Add 1 Office Assistant 3	24457	6326	5430	36213
Permanent	Delete 1 Administrative Analyst	-33563	-8681	-4324	-46568
Permanent	Add 1 Administrative Analyst Senior	34928	9034	4413	48375
Permanent	Delete 1 Fiscal Specialist 1	-30668	-7933	-6165	-44766
Permanent	Add 1 Property Commissary Laundry Admin	33612	8694	6343	48649
Permanent	Delete 1 Office Assistant 3	-27808	-7193	-5660	-40661
Permanent	Add 1 Administrative Secretary	29044	7513	5734	42291
					0
Overtime	Cut in Concealed Weapons	-1868	-483	-113	-2464
Overtime	Cut in Patrol	-1236	-320	-74	-1630
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		4309	1114	267	5690

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF JOHN BUNNELL

TODAY'S DATE: 12/1/94

REQUESTED PLACEMENT DATE: 12/08/94

RE: BUDGET MODIFICATION REQUEST - Four Reclasses

I. Recommendation/Action Requested:
Approval of budget modification.

II. Background/Analysis:
Employee Services has approved the reclassification of four positions in the Sheriff's Office.

1. In the Uniform Administration Unit, an Office Assistant 3 will be reclassified to an Administrative Secretary effective 1/1/94.
2. In the Concealed Weapons Unit, an Office Asst. 2 will be reclassified to an Office Asst. 3 effective 1/10/94.
3. In the Personnel Unit, an Administrative Analyst will be reclassified to a Admin. Analyst Senior effective 7/1/93.
4. In the Property Commissary Laundry Unit a Fiscal Specialist 1 will be reclassified to a Property Commissary Laundry Administrator effective 1/1/94.

III. Financial Impact:
None - funds will be shifted from other line items to pay the increased costs. Three of the positions being reclassified are not in the general fund.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
None

VII. Citizen Participation:
None

VIII. Other Government Participation:
None

BUDGET MODIFICATION NO.

MCSO #9

(For Clerk's Use) Meeting Date

DEC 22 1994

Agenda No.

B-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's OfficeDIVISION CorrectionsCONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to transfer \$14,000 from the Inmate Fund contingency to the Inmate Welfare fund budget to pay for a Work in Lieu of Jail program.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will increase the Inmate Welfare fund budget to pay for a Work in Lieu of Jail Program. It will add \$20,240 to the Inmate Welfare fund expenditures which will be paid for by a \$6,240 increase in Inmate Welfare fund revenue, and a \$14,000 transfer from the Inmate Welfare fund contingency.

The modification will add funds for overtime two days a week for a Work Crew Officer, plus funds for supplies, motor pool, a radio, and meals for the participants. Funding for the program will begin on 1/1/95. Revenue added by this modification is from the collection of a \$15 per participant, per day charge.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$6,240 in participant fees.

Add \$701 service reimbursement to the insurance fund.

Add \$236 service reimbursement to the motor pool fund.

CLERK OF
COUNTY CLERK
1994 DEC 15 PM 3:42
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Inmate Welfare Fund Contingency before this modification (as of12/1/94)\$ 281,182

Date

After this modification

\$ 247,182

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MCSO #9

Transaction EB[] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Revenue
Transaction RB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Fund	Agency	Organ- ization	Activity	Reporting . Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
168	025	4043			4117			6,240		WILOJ Fees
400	050	7040			6630			701		Inmate Fund
401	030	5910			6630			236		Inmate Fund
								7,177	Total Revenue Change	

Attachment to MCSO #9				
	<i>Inmate Welfare Fund</i>			
	Adopted		Revised	
	Budget	MCSO #9	Budget	
Revenues				
Inmate Fees	0	6,240	6,240	
MCSO Expenditures				
Personal Svcs				
Materials & Svcs	232,669	16,332	249,001	
Capital Outlay	598,344	1,448	599,792	
SUBTOTAL	110,000	2,640	112,640	
	941,013	20,420	961,433	
Contingency	281,182	-14,000	267,182	

Some

Budget & Quality office

12/14/04

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, Fiscal Manger

TODAY'S DATE: December 13, 1994

REQUESTED PLACEMENT DATE:

RE: BUDGET MODIFICATION FOR INMATES WEEKEND WORK CREW
PROGRAM

I. Recommendation/Action Requested:

Request approval of Budget Modification in the Inmate Welfare Fund in order to provide overtime for a Corrections Officer to supervise, as a pilot project, a "weekend inmate/short stay" work program.

II. Background/Analysis:

Currently the Multnomah County Corrections Branch processes approximately 60 inmates a week who serve "weekend" or "short stay" sentences. Presently there is a 2 month back log of offenders in this category who are waiting to serve their jail time. Every week "short stay" inmates are Matrix released due to jail over crowding. This program will provide direct inmate supervision in an out of facility setting for this category of inmate.

The idea for this program is to take those persons who are in weekend or short stay categories and require that they report to a work crew for supervised work activities. The inmate will be booked one time and ordered to a work crew, avoiding a booking requirement each time the person is required to turn himself in. This program has been reviewed by Judge Abraham who has enthusiastically endorsed it.

Many urban correctional facilities are involved with similar sentencing program. The current trend in dealing with these types of offenders is to offset the housing/supervision costs with a fee. Inmates participating in this program would be required to pay \$15 per participant per day to help offset the cost for this program.

The Inmate Welfare Committee has agreed to pay \$14,000 on a one time only basis in order to test this program and determine its value for continued funding. The modification will add funds for overtime two days a week for a Work Crew Officer, plus funds for supplies, motor pool, a radio, and meals for the participants.

III. Financial Impact:

This modification will increase the Inmate Welfare fund budget to pay for the Work in Lieu of Jail Program. It will add \$20,240 to the Inmate Welfare fund expenditures which will be paid for by a \$6,240 increase in Inmate Welfare fund revenue, and a \$14,000 transfer from the Inmate Welfare fund contingency.

IV. Legal Issues:

Approval by the courts has been obtained through contact with Judge Abraham.

V. Controversial Issues:

None known.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

Meeting Date: DEC 22 1994
Agenda No: R-9

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Intergovernmental Agreement with State Senior & Disabled Services Div.
for Mental Health Special Projects Revenue in the amount of \$11,000.
BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: December 15 1994
Amount of time: 5 minutes

DEPARTMENT: AGING SERVICES DIVISION: Aging Services
CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620
BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Carol Rex

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (include statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Aging Services Division requests approval for a revenue contract in the amount of \$11,000 from the State of Oregon Senior and Disabled Services Division (SDSD) for a one-time-only demonstration project for the period July 1, 1994 through June 30, 1995.

The project provides motivational counseling leading to treatment of older persons hospitalized because of a drug or alcohol-related illness. The desired outcome of this project is to relocate participants back into the community.

The Board approved the application for these funds in May 1994. Anticipated leverage of additional Medicaid funds was ultimately found not to be feasible at this time. Services are provided through a personal services contractor in consultation with current case managers. No additional County funds are required.

A Budget Modification is required to add \$11,000. The Bud Mod accompanies this contract.

12/23/94 ORIGINALS to KATHY Gillette

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
c/63
bcc95ald

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 13 AM 10:56



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director, Aging Services Division *JM*
DATE: November 29, 1994
SUBJECT: Revenue Contract #103865 (SDSD Agreement # 40580) with State Senior and Disabled Services Division for Demonstration Project

Retroactive Status: This contract is retroactive to July 1, 1994. Processing the contract and budget amendment has been delayed while State and County Aging Services and Alcohol and Drug Services staff were exploring the possibility of leveraging additional Medicaid funds, which ultimately was not feasible.

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract #103865 (SDSD #40580) with the State Senior and Disabled Services Division, for the period 7/1/94 -6/30/95.

Analysis: This contract provides \$11,000 for a one-time-only demonstration project for elderly clients institutionalized with alcohol-related illness.

The pilot project offers a one-to-one approach to treatment and recovery for a minimum of ten alcohol-dependent elderly residents of selected nursing homes who are at high risk for recurring hospitalization and institutionalization without treatment. Funds will provide treatment and motivational counseling for the patient, consultation with the relocation case manager, linkage with community-based recovery support programs, and training to help the nursing home staff support the patients in their treatment and recovery.

The desired outcome is to return participants to community residential living.

Fiscal Impact: Funds in the amount of \$11,000 are available from the State Senior and Disabled Services Division as part of State Mental Health Special Projects funding on a one-time-only basis. The bulk of the funding is for the services of a consultant who will provide specialized alcohol counseling. Planning and administration for this project is implemented using current staff. No additional County funds are required.

A Budget Modification add revenues of \$11,000 accompanies this request.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: Supports current case management services budgeted and provided through Medicaid and Older Americans Act Programs and included in the annual plan for aging services

Citizen Participation: Project reviewed and approved by AA Committee of the Portland Multnomah Commission on Aging.

tl95bcc.ald

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103865

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-9</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division Division ASD Date December 1, 1994Contract Originator Caroline Sullivan/Rosanne Costanzo Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract One-time-only demonstration grant for alcohol-drug related counseling and treatment, "Never Too Late" Project

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Senior & Disabled Services DivisionMailing Address 500 Summer Street NE
Salem OR 97310-1015Phone (503) 945-5811

Employer ID# or SS# _____

Effective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 11,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 11,000

REQUIRED SIGNATURES:

Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 11/30/94

Date _____

Date 12-5-94Date 12/22/94

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1750							11,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Oregon

DEPARTMENT OF HUMAN RESOURCES

Human Resources Bldg.

SENIOR AND DISABLED SERVICES DIVISION

Encouraging
independence,
dignity and
quality of life

SDSD Agreement #40580

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter called "DIVISION" and

Multnomah County (Aging Services Division)
Area Agency on Aging
421 SW 5th Ave., 3rd Floor
Portland, Oregon 97204-2238

hereinafter called "AAA".

I. PURPOSE

The AAA was named in the grant application as the party who will develop a Demonstration Project of Community Treatment for Seniors with alcohol and drug-related illness.

The target population are Multnomah County Aging Services Division (ASD) clients who are hospitalized, placed in nursing facilities to recover from alcohol\drug-related problems and who have been identified by case managers as most likely to return to the community.

II. TERM

This Agreement shall become effective on July 1, 1994. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 1995.

III. STATEMENT of WORK

A trained, certified drug and alcohol counselor will provide the following services for a minimum of 10 alcohol-dependent elderly residents who, without treatment, are at high risk for recurring hospitalization and institutionalization:

1. Motivational counseling and treatment for the client;
2. Consultation and relocation care planning with case manager;
3. Linkage to and coordination with on-going treatment and community-based recovery support programs;
4. Training to help nursing home staff support the clients in their treatment and recovery; and
5. Training to help adult foster homes and residential care home staff support clients in their recovery.

500 Summer St. NE, Salem, OR 97310-1015 • (503) 945-5811 Voice/TDD
Toll Free 1-800-282-8096 Voice/TDD • (503) 373-7823 Fax



Barbara Roberts
Governor

"We do not discriminate in employment, services or activities."

IV. CONSIDERATION

DIVISION agrees to pay AAA \$11,000.00 for provision of the work as described in III., Statement of Work.

Payment to AAA shall be made, following the month of service, upon receipt and approval of the quarterly reports. In no case shall payment be made later than forty-five (45) days after a proper claim for payment is submitted and approved by DIVISION.

AAA shall not exceed, and DIVISION shall not pay any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before AAA performs work subject to the amendment. AAA shall notify DIVISION's representative/designee in writing thirty (30) days before this Agreement expires, of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

V. TRAVEL AND OTHER EXPENSES

Travel will not be reimbursed under this Agreement.

VI. GENERAL PROVISIONS

1. Written notice

All notices regarding this Agreement should be sent to the parties at the following addresses:

To DIVISION: Darlene M. Hobson
Senior and Disabled Services DIVISION
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1015

To AAA: Multnomah County (Aging Services Division)
Area Agency on Aging
421 SW 5th Ave., 3rd Floor
Portland, Oregon 97204-2238

Any written notice hereunder shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

2. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE, GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. AAA, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VII. SIGNATURES

CONTRACTOR DATA AND CERTIFICATION

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions listed herein and made a part of this Agreement by reference; and hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws and hereby certify I am an independent contractor as defined in ORS 670.600.

Name (tax filing) _____

Address _____

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Governmental/Non-Profit

Federal Tax ID# 93-6002309

SSN# _____

Payment information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer I.D. number provided above prior to contract approval. (See IRS 1099 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: I, under penalty of perjury, do hereby certify that (a) The number shown on this agreement is my correct taxpayer ID (or I am waiting for a number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

James A. Connell
Multnomah County Aging Services Division
Area Agency on Aging

11/30/94
Date

Cindy Harman
Senior and Disabled Services DIVISION
Administrator/Delegate

8-19-94
Date

Reviewed by Prog. Asst.

ON
Initials

8-19-94
Date

Reviewed by Contracts Unit

dmh
Initials

8-15-94
Date

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

BY:

Beverly Stein
Beverly Stein, Chair
Board of County Commissioners

12/22/94
DATE

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

REVIEWED:

Laurence Kressel
LAURENCE KRESSEL, County Counsel of Multnomah County, Oregon

12/5/94
Date

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR December 15, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9501 adds \$11,000 in funds from the State of Oregon for the "Never too Late" drug and alcohol grant directed at elderly clients.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[N/A] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9501 increases the budget in Aging Services Division Org 1830, Transportation and Special Support Services, by \$10,639 in Pass Through payments to a contractor selected for expertise in dealing with senior drug and alcohol issues. Supplies for this project of \$276, and Indirect charges of \$85 are also included.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase Org 1830, Trans. and Special Support Services, by:
\$11,000 SDSD "Never Too Late" grant expenditures

Increase Org 1750, Community Access Services, by \$11,000 in grant revenues

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) (Date)

After this modification

<u>x Christine Velle</u> 12/12/94 Originated By Date	Department Manager Date <u>James McConnell</u> 11/30/94
<u>Kathy Gillette</u> 12/29/94 Finance/Budget Date	Employee Relations Date <u>Susan Dammell</u> 12/2/94
Board Approval Date <u>James McConnell</u> 12/22/94	

EXPENDITURE

BUDGET MODIFICATION

ASD 01

Never Too Late - State Alcohol and Drug Grant

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agcn.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1830			6060			10,639		Pass through
		156	010	1830			6230			276		Supplies
		156	010	1830			7100			85		Indirect
											11,000	TOTAL, ORG 1830
TOTAL EXPENDITURE CHANGE										11,000		TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agcn.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			2391			11,000		SDSD Alcohol and Drug Grant
											11,000	TOTAL, ORG 1750
TOTAL REVENUE CHANGE										11,000		TOTAL REVENUE CHANGE

File Name: ASD9501



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director, Aging Services Division *Jim McConnell*
DATE: November 29, 1994
SUBJECT: Revenue Contract #103865 (SDSD Agreement # 40580) with State Senior and Disabled Services Division for Demonstration Project

Retroactive Status: This contract is retroactive to July 1, 1994. Processing the contract and budget amendment has been delayed while State and County Aging Services and Alcohol and Drug Services staff were exploring the possibility of leveraging additional Medicaid funds, which ultimately was not feasible.

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract #103865 (SDSD #40580) with the State Senior and Disabled Services Division, for the period 7/1/94 -6/30/95.

Analysis: This contract provides \$11,000 for a one-time-only demonstration project for elderly clients institutionalized with alcohol-related illness.

The pilot project offers a one-to-one approach to treatment and recovery for a minimum of ten alcohol-dependent elderly residents of selected nursing homes who are at high risk for recurring hospitalization and institutionalization without treatment. Funds will provide treatment and motivational counseling for the patient, consultation with the relocation case manager, linkage with community-based recovery support programs, and training to help the nursing home staff support the patients in their treatment and recovery.

The desired outcome is to return participants to community residential living.

Fiscal Impact: Funds in the amount of \$11,000 are available from the State Senior and Disabled Services Division as part of State Mental Health Special Projects funding on a one-time-only basis. The bulk of the funding is for the services of a consultant who will provide specialized alcohol counseling. Planning and administration for this project is implemented using current staff. No additional County funds are required.

A Budget Modification add revenues of \$11,000 accompanies this request.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: Supports current case management services budgeted and provided through Medicaid and Older Americans Act Programs and included in the annual plan for aging services

Citizen Participation: Project reviewed and approved by AA Committee of the Portland Multnomah Commission on Aging.

tl95bcc.ald

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Meeting Date: DEC 22 1994Agenda No: R-11

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Revenue Intergovernmental Agreement #103855 with University of Minnesota.

BOARD BRIEFING Date Requested:
Amount of time:REGULAR MEETING Date Requested: December 15, 1994
Amount of time: 5 minutesDEPARTMENT: Social ServicesDIVISION: Aging ServicesCONTACT: Caroline SullivanTELEPHONE: 248-3620BLDG/RM#: 161/3rd floorPERSON(S) MAKING PRESENTATION: Jim McConnellACTION REQUESTED:☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHERSUMMARY (include statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Aging Services Division requests approval of an Intergovernmental Revenue Agreement with the University of Minnesota to accept \$30,000 during FY94/95 for participation in a national study.

Multnomah County was selected as a research site for a national values assessment project. This project seeks to demonstrate the impact of a systematic assessment of client values and their incorporation into individual care plans as part of case management services. The participants are case managers and their clients from two ASD Branches and two contracted District Centers.

A budget modification is required to add \$14,000 to the County budget to increase contracts with Portland Impact and the YWCA-East County District Centers, to add \$16,000 for current County positions funded at less than 100% and for indirect costs.

The funds are to be used to defray personnel costs incurred by current case managers in receiving training and implementing the project with existing clients. The outcome of this project is of high interest to the Aging Services Division which emphasizes client choice as a major Division value.

SIGNATURES REQUIRED:ELECTED OFFICIAL: 12/23/94 ORIGINALS to Kamy Gillette

OR

DEPARTMENT MANAGER: James H. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
0516C/63
BCCuminn.95

6/93



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director *JM*
DATE: December 1, 1994
SUBJECT: Revenue Contract #103855 from University of Minnesota

Retroactive Status: This contract is retroactive to September 1, 1994. Processing was delayed because of late receipt of the document from the University of Minnesota and time needed to prepare a County Budget Modification.

I. Recommendation: The Aging Services Division recommends Board approval of the attached revenue contract #103855 with the University of Minnesota in the amount of \$30,000 for the period September 1, 1994 through January 31, 1996.

II. Analysis/Background: The University of Minnesota through its national Long Term Care Resource Center received a grant from the Retirement Research Foundation to conduct a demonstration project evaluating the impact of systematically incorporating client values and preferences into care plans.

Multnomah County Aging Services Division was selected to be one of several demonstration sites for this project because of its strong commitment to client preferences and values. This revenue agreement provides Multnomah County with \$30,000 to cover costs resulting from required training time for selected staff and additional work load in implementing new procedures.

Expected outcomes from the project include (1) increased client satisfaction (2) information about actual client values and preferences and the effects on clients and family members of including these values in care plans, (3) a manual on how to introduce client values into a case management program, and (4) a casebook illustrating value-sensitive case management practice.

Medicaid case managers from the Aging Services Division's East and Southeast Branches and District Senior Center case managers at the YWCA/East County District Center and Portland Impact/Southeast Multi-Cultural Center have been selected to participate in the project.

III. Fiscal Impact: A Budget Mod is required to increase the County Budget by \$30,000. Indirect costs are included. No additional County funds are required.

Funds in the amount of \$7,000 each will be distributed to Portland Impact and the YWCA through contract amendments. The balance of the funds in the amount of \$15,333 will go to the Aging Services Division Long Term Care Program.

Reimbursement from the grant is available in three lump sums: upon execution of the contract, January 1995 and April 1995.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Enhances the ability of the Aging Services Division to implement one of its stated values.

VII. Citizen Participation: NA

VIII. Other Government Participation: Involves Multnomah County in a national study conducted by the University of Minnesota.

SENT 11/02

REVENUE SOURCE CODE REQUEST

Number Assigned	
Date:	By:

Departmental Contact Person: JAMES D. KOBY

Fiscal Year: 95

Extension: 3620

Fund #: 156

Division Name: AGING SERVICES DIVISION

Agency #: 010

Revenue Source Name: MINNESOTA VALUES ASSESSMENT Org #: 1750

Type of Funds (Fed, State, Local, Service Charge, etc.):

University

Describe purpose of revenue, whether or not funds are dedicated, receipt schedule, if applicable:

To offset personnel costs incurred due to participation in a national values study.

~~Funds are dedicated.~~

Funds are received quarterly from University of Minnesota.

Estimated Receipts FY 1994-95: \$30,000

Show computation used to arrive at estimated amount:

Total of contract with University of Minnesota.

IF THIS IS GRANT REVENUE, COMPLETE NEW GRANT REVENUE FORM.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY 94/95

Rev. 5/92

Contract # 103855

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-11</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division Division ASD Date December 1, 1994

Contract Originator Caroline Sullivan/Carol Rex Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Provides \$30,000 to offset case management costs incurred by
serving as demonstration site for values assessment project

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Regents of the University of Minnesota
Office of Research & Technology Administration
 Mailing Address 1100 Washington Avenue South, Suite 201
Minneapolis, Minnesota 55415-1226

Phone _____ Remittance Address _____

Employer ID# or SS# _____ (If Different) _____

Effective Date _____

Termination Date _____

Original Contract Amount \$ 30,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 30,000

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes ☐ No ☐

Date 11/30/94

Date _____

Date 12/5/94

Date 12/22/94

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1900							15,902	
02.	156	010	1750							14,098	
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF MINNESOTA
AND
MULTNOMAH COUNTY OREGON, AGING SERVICES DIVISION

This agreement entered into by and between the Regents of the University of Minnesota (hereinafter called the University), an educational institution existing under the laws of the State of Minnesota, with its responsible office located at 1100 Washington Avenue South, Suite 201, Office of Research and Technology Transfer Administration, Minneapolis, Minnesota, 55415-1226, and Multnomah County Oregon, Aging Services Division (hereinafter referred to as the Collaborating Institution)

WHEREAS, the University has received Grant No. 92-117 from the Retirement Research Foundation hereinafter referred to as the prime grant, and

WHEREAS, the parties hereto enter into an agreement calling for work described under Article I - Workslope.

This agreement has been prepared for the consideration and approval of the Collaborating Institution. It will become an agreement in full force and effect upon execution by a duly authorized representative and/or officer of the Collaborating Institution and the University. Any addition, deletion or other modification of this agreement shall be set forth as Attachment.

In witness whereof the parties have hereto set their hands and each warrants that he is empowered and authorized to execute this agreement.

REGENTS OF THE
UNIVERSITY OF MINNESOTA

COLLABORATING INSTITUTION
MULTNOMAH COUNTY

BY: _____

Assistant Director

TITLE: Research Administration

DATE: _____

BY: James McConnell 11/30/94
Date

James McConnell, Director
Aging Services Division

BY: Beverly Stein 12/22/94
Date

Beverly Stein
Multnomah County Chair

REVIEWED BY:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

BY: Laurence Kessel 12/5/99
Date

Assistant County Counsel

ID6:51-2/D:20A APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

ARTICLE I - Workscope

A. Workscope Narrative

Aging Services Division of Multnomah County, Oregon (hereafter called Aging Services), will participate as a demonstration sites in an action research project designed to examine the effects of adding systematic assessment of client values and preference to routine procedures in case management agencies and incorporating client values into care plans. As a demonstration site Aging Services will do the following:

- supervisory and case management staff will participate in training related to values assessment and values incorporation into care planning;
- case managers will use the values assessment protocols and related materials for a period of about 1 year;
- during a 6-month start-up phase, Aging Services staff will provide feedback to the researchers about the initial and revised protocols; feedback will be elicited during individual telephone discussions between the project manager and case managers and during group feedback sessions at site visits by the investigators;
- during the start-up phase Aging Services will facilitate the investigators' review of values assessments and care plans (with identifying information obscured);
- supervisory and case management staff will participate in periodic additional training and case conferencing related to values assessment;
- Aging Services staff will continue to use the values assessment procedures (as modified after staff feedback to investigators) for a 6-month evaluation period or until at least 150 new cognitively intact clients have been assessed and received initial care plans;
- Aging Services will facilitate the contacts needed for the evaluation, which will be conducted with informed consent from participating clients and in accordance with any stipulations of the University of Minnesota Institutional Review Board.

ARTICLE II - Period of Performance

Period of this agreement shall be September 1, 1994 through January 31, 1996 unless period is further extended by formal modification of this agreement.

ARTICLE III - Preaward Costs

Cost which have been incurred by the Collaborating Institution since September 1, 1994 in anticipation of this agreement and which are specifically provided for in the approved costs are allowable hereunder.

ARTICLE IV - Consideration, Billing Instructions

- A. The total amount authorized is \$30,000.00 for the period referenced in Article II and shall not be exceeded without written authorization. The approved budget is presented in Attachment 1.
- B. Payment will be provided Collaborating Institution upon receipt of certified invoices reflecting categorical breakdown of costs incurred.
- C. Invoices shall be submitted upon completion of tasks.
- D. Planned Disbursement Amount and Schedule

Amount	Date	Task
\$10,000.00	Oct. 1994	Completion of initial training period / return of signed agreement.
\$10,000.00	Jan. 1, 1995	Four months after startup.
\$10,000.00	April 1, 1995	Beginning of evaluation.

- E. Invoices shall be submitted in triplicate, as follows:

1. Two (2) copies to University's Project Director, Rosalie Kane, DSW, Health Services Research and Policy, University of Minnesota, Box 729, 420 Delaware Street SE, Minneapolis, Minnesota 55455, who will review and send approved copy to ORTTA for processing.
2. One (1) informational copy to ORTTA, Carl Anderson, 1100 Washington Avenue South, Suite 201, Minneapolis, MN 55415-1226.

ARTICLE V - Expenditure of Grant Funds

A. Grant Expenditure Budget

Collaborating Institution shall use the funds received from University solely in pursuit of the purpose and activities of the Project, and in accordance with the approved grant expenditure budget detailed in Attachment 1 of this agreement.

B. Budget Diversion

No substantial variations can be made from the budget without prior University approval in writing.

C. Chargeable Expenses

Expenses incurred prior to or after the grant period hereinabove set forth may not be charged against this grant.

ARTICLE VI - Expenditure Record Keeping

A. Separate Records

Collaborating Institution shall maintain the expenditure records for this grant separate from its other projects. These records shall be kept in a manner consistent with generally accepted accounting practices.

B. Separate Accounting

Collaborating Institution agrees to maintain its books and records along with all vouchers and receipts in their original form; to show, and separately account for, the funds received under this grant; and to identify the purpose for which, and the manner in which, the grant funds have been expended.

C. Records Keeping

Collaborating Institution agrees to retain its records of expenditures from the grant funds, all original vouchers and, receipts, and copies of the grant reports submitted by it to University for at least a period of one year after completion or termination of the grant, and to make them available to University for auditing purposes.

ARTICLE VII - Reports to University

A. Narrative Report

none

B. Financial Report

Collaborating Institution shall submit to University a financial report that gives a detailed accounting of all expenditures made during the entire grant period in each of the itemized categories of the approved grant expenditure budget. The report shall be submitted by February 1, 1996.

ARTICLE VIII - Termination of Agreement

A. General

This agreement may be terminated at any time during the grant period by mutual agreement of University and Collaborating Institution.

B. Termination by Defaults

The agreement may be terminated by University at any time during the grant period:

- 1) If Collaborating Institution is found to have used all or part of the grant funds received from University hereunder for any purpose other than to pursue the objectives and activities of the Project,
- 2) If Collaborating Institution becomes bankrupt or insolvent or is no longer capable of actively carrying out the Project as contemplated by this agreement,
- 3) If the Collaborating Institution has failed to perform any of its obligations under this agreement.

C. Refunds

Upon any termination of this agreement, Collaborating Institution shall promptly, upon University request, repay all grant funds not expended or committed for the grant purpose. Collaborating Institution shall not be entitled to any further funds under this agreement or resumption of this agreement.

ARTICLE IX - Grant Evaluations

A. Grant Evaluations

University may monitor and evaluate the Project activities under this grant, which may include, a visit by University's personnel, discussion with Collaborating Institution's personnel, and review of financial and other records and materials related to the Project activities by this grant in an effort to determine whether the Collaborating Institution's activities meet University's funding objectives. Collaborating Institution agrees to cooperate fully in such efforts.

ARTICLE X - Public Relations

A. Collaborating Institution's Public Announcements

Collaborating Institution shall state in public announcements and publications related to the Project that the activities under this grant are financially assisted by University and the Retirement Research Foundation. Collaborating Institution shall furnish to University copies of all materials published in connection with this grant.

B. University's Public Announcement

Collaborating Institution agrees that University may include information about this grant in its periodic reports. University may also announce the grant in a press release.

ARTICLE XI - Copyrights and Patents

A. Holders

Reports, materials, books, articles, films, videotapes, or computer software resulting from this grant may be copyrighted by Collaborating Institution or by author(s) whom Collaborating Institution commissions to produce them, and shall become the property of Collaborating Institution or author(s).

B. University and Public Use

Collaborating Institution shall assure that the copyrighted or patented materials or devices shall be made available to the public and University free of charge or at a reasonable rate.

ARTICLE XII - Miscellaneous

A. Order of Precedence

Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: 1) prime award terms and conditions; 2) agreement clauses; 3) University purchase order; and 4) other documents, exhibits and attachments.

B. Assignment

This agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

C. Communication

Any notice or request given or made by one party to the other under this agreement shall be in writing and shall be addressed to the party's principal office as set forth hereinafter or to such other address as such party shall hereafter designate in writing.

D. No Waiver

Failure by either party to enforce any provision of this agreement or to notify the other party of any breach of this agreement shall not be deemed a waiver of the right to enforce such provision or as consent to such breach or any other prior or subsequent breach.

ATTACHMENT I

Approved Budget

Salary	\$10,649.00
Fringe @ 44%	4,685.00
Contracted Services (Case Management)	14,000.00
Indirect	<u>666.00</u>
TOTAL	<u><u>\$30,000.00</u></u>

DEC 22 1994

(For Clerk's Use) Meeting Date DEC 15 1994 R-12
Agenda No. R-41. REQUEST FOR PLACEMENT ON THE AGENDA FOR December 15, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-~~9502~~ adds \$30,000 in funds from the University of Minnesota, for a Client Values Assessment Project.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-~~9502~~ increases the budget in Aging Services Division Org 1750, Community Services, by \$14,098 in Pass Through payments to collaborating District Center contractors. Organization 1900, Long Term Care, is increased by \$15,902 in Personnel costs for temporary staff costs, due to the one-time only nature of this funding.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase Org 1750, Community Services, by:
\$14,098 University of Minnesota funds

Increase Org 1900, Long Term Care, by \$15,902 in University of Minnesota funds

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) _____ Contingency before this modification (as of _____) (Date)

After this modification

X <u>Christine Teble</u> Originated By <u>Kathy Gillette</u> Finance/Budget <u>Jim McConnell/Kathy Gillette</u> Board Approval	<u>12/2/94</u> Date <u>12/2/94</u> Date <u>12/22/94</u> Date	<u>James Lutz Cornell</u> Department Manager Employee Relations <u>Susan Daniel</u>	 Date Date <u>12/5/94</u>
---	---	--	--

PERSONNEL DETAIL FOR BUD MOD NO: ~~ASD #9502~~ ASD #2

5.
ANNUALIZED PERSONNEL CHANGES
(Compute on a full year basis even though this action affects only a part of a year.)

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE INSURANCE Increase(Decrease)	TOTAL Increase (Decrease)
N/A - Temporary personnel only - one-time only revenue				
TOTAL CHANGE (ANNUALIZED)				

6.
CURRENT YEAR PERSONNEL DOLLAR CHANGES
(calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C U R R E N T F Y				
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase(Decrease)	TOTAL Increase (Decrease)
Temporary		\$ 13,856	\$ 1,146 \$ 332	\$ 15,334
TOTAL CHANGE		<u>\$ 13,856</u>	<u>\$ 1,146</u> <u>\$ 332</u>	<u>\$ 15,334</u>

ASD9502P

EXPENDITURE

BUDGET MODIFICATION

ASD9502 ASD #2

Values Assessment Project

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1760			6060			14,000		Passthrough
		156	010	1751			7100			98		Indirect
											14,098	SUBTOTAL,
		156	010	1906			5200			13,856		Temporary
		156	010	1906			5500			1,146		Fringe Benefits
		156	010	1906			5550			332		Insurance
		156	010	1906			7100			568		Indirect
											15,902	SUBTOTAL,
		400	040	7531			6520			332		Serv. Reimb./Insurance
											332	TOTAL SERV. REIMB.
TOTAL EXPENDITURE CHANGE										30,332		TOTAL EXPENDITURE CHANGE

REVENUE

Values Assessment Project

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			*			14,098		Values Assessment Grant
		156	010	1900			*			15,902		Values Assessment Grant
											30,000	TOTAL, VALUES ASSESS. GRANT
		400	040	7531			6602			332		Serv. Reimb./Insurance
											332	TOTAL SERV. REIMB.
TOTAL REVENUE CHANGE										30,332		TOTAL REVENUE CHANGE

File Name: ASD9502



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Division *Jim McConnell*

DATE: December 1, 1994

SUBJECT: ASD Budget Modification ^{#2} ~~ASD-9502~~: Addition of University of Minnesota funds for Client Values Assessment project

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification ~~ASD-9502~~.

Background/Analysis: Budget Modification ~~ASD-9502~~ adds \$30,000 of University of Minnesota funds. These funds are to support the Client Values Assessment research project of the University of Minnesota.

The Budget Modification shows a net increase to Organization 1900, ASD Long Term Care, of \$15,902, in temporary Personnel categories. It also shows an increase of \$14,098 in the Community Services organization, for pass-through services to District Center contractors also participating in this project.

The University of Minnesota, a leader in gerontological research, selected Multnomah County Aging Services as one of several demonstration sites for this project due to ASD's strong commitment to client choice and values. Funding provided by this grant is to cover costs for training time, and additional workload in conducting the client value protocols.

Financial Impact:

ASD will use these one-time only funds to supplement Medicaid branch staff with temporary personnel, and will also increase contracts with the two participating District Centers.

Legal Issues: NA

ASD-~~9502~~2z

Controversial Issues: NA

Link to Current County Policies: These funds assist ASD in implementing values, including client choice.

Citizen Participation: NA

Other Government Participation: Involves Multnomah county in a national study conducted by the University of Minnesota.

MEETING DATE: DEC 22 1994

AGENDA NO.: R-13

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of IGA with Lane County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 22, 1994

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk/Mary Lou Hennrich TELEPHONE #: 4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Hennrich

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of Intergovernmental Agreement Contract 201385 between Lane County and Multnomah County, on behalf of CareOregon providing: immunizations, diagnosis and treatment of sexually transmitted diseases, TB and other communicable diseases, for the period February 1, through June 30, 1995 with automatic annual renewal until terminated by either party. 12/23/94 ORIGINALS to Jim Kennedy

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

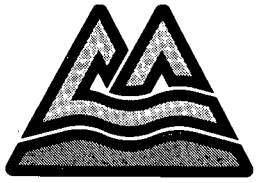
Or

DEPARTMENT MANAGER: Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

1994 DEC 14 PM 3:38
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard, Health Department Director

REQUESTED PLACEMENT DATE: December 22, 1994

DATE: December 8, 1994

SUBJECT: Intergovernmental agreement with Lane County on behalf of CareOregon.

I. Recommendation/Action: The Health Department recommends approval of this intergovernmental agreement with Lane County for the period February 1, 1994 through June 30, 1995 with automatic annual renewal. This agreement is being submitted late because we just received it from the contractor. We wanted them to sign it first before we presented it to the Multnomah County Board.

II. Background/Analysis: The Lane County agrees to provide services for immunizations, diagnosis and treatment of sexually transmitted diseases, diagnosis and treatment of TB and other communicable diseases to CareOregon clients, and agrees to accept payment on a fee-for-service basis.

III. Financial Impact: The expenditures in this agreement are reimbursed to the Health Department through its Oregon Health Plan agreement with the Office of Medical Assistance Programs which is operating the Oregon Health Plan.

IV. Legal Issues: none.

V. Controversial Issues: none.

VI. Link to Current County Policies: This agreement is in direct support of CareOregon which is participating of the Oregon Health Plan.

VII. Citizen Participation: none.

VIII. Other Government Participation: All parties to this agreement are governmental bodies.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201395

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-13</u> DATE <u>12/22/94</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Health Division _____ Date December 8, 1994Contract Originator Jim Kennedy Phone 6747 Bldg/Room 160/8Administrative Contact Tom Fronk Phone 4274 Bldg/Room 160/7
 Description of Contract Contractor agrees to provide immunizations, diagnosis and treatment of STD, TB and other communicable diseases and agrees to accept payment on a fee-for-service basis.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Lane County Health & Human ServicesMailing Address 125 East 8th AvenueEugene, Or 97401Phone 687-4035Employer ID# or SS# 93-6002303Effective Date February 1, 1994Termination Date June 30, 1995 automatic annual renewalOriginal Contract Amount \$ requirement

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 12/9/94

Date _____

Date 12/22/94

Date _____

Date _____

REQUIRED SIGNATURES:Department Manager Belli OdegaardPurchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

Contract Administration _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	390	015	0650		6110				OMAP	requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY, dba CARE OREGON
AND
LANE COUNTY

THIS AGREEMENT is made and entered into as of the 1st day of February, 1994, by and between LANE COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "PROVIDER"), and MULTNOMAH COUNTY, dba "CareOregon" (hereinafter referred to as "HEALTH PLAN"),

WITNESSETH:

WHEREAS, HEALTH PLAN requires health services for enrolled members which PROVIDER is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, PROVIDER is able and prepared to provide such services as HEALTH PLAN does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Terms.

The term of this Agreement shall be upon ratification by Multnomah County Board of County Commissioners or from February 1, 1994, to June 30, 1995, and thereafter until June 30 of each following year unless terminated by either party pursuant to the terms stated herein.

2. Services.

PROVIDER's services under this Agreement shall consist of the following:

A. Provide services for immunizations, diagnosis and treatment of sexually transmitted diseases, diagnosis and treatment of TB and other communicable diseases. The services are to be provided for eligible recipients who have enrolled with HEALTH PLAN, hereinafter referred to as "Members," or "Member."

B. Services will be provided within the scope and guidelines of ORS 414.153 with the intent to involve publicly supported health care and service programs in the development and implementation of managed health care programs in their areas of responsibility.

C. Services will be delivered at PROVIDER'S facilities as listed in attachment B.

D. PROVIDER will make every reasonable effort to direct the Member to Member's primary care physician for services not included in the contract. Members may be billed only for those services not covered by Medicaid only if they have been informed prior to the service being rendered.

E. PROVIDER and HEALTH PLAN may agree to contract for certain services not included in this Agreement on an as-needed basis. PROVIDER and HEALTH PLAN will agree at time of service on rates and charges associated with such services. Services may include but are not limited to prenatal and well child exams, upon mutual agreement between HEALTH PLAN and PROVIDER.

F. PROVIDER agrees to provide Members with the same quality and timeliness of care as other patients. Quality of care will be commensurate with the professional standards of the community. Records may be requested by HEALTH PLAN for review as part of HEALTH PLAN's Quality Assurance and Utilization Review Programs.

3. Compensation.

A. HEALTH PLAN's payment will be as outlined in Exhibit A. Payments will be considered payment in full for applicable charges. PROVIDER agrees that no copayment will be charged at time of service. Payment shall be based upon the following applicable terms:

1. PROVIDER agrees to bill services to HEALTH PLAN not to Members.

2. PROVIDER will submit bills on standard HCFA 1500 forms. Services will be billed separately for each individual member.

3. PROVIDER will make every effort to bill in a timely manner. Bills will be submitted in a timely manner. Any bill submitted more than 90 days after date of service will not be payable by either HEALTH PLAN or Member.

4. Clean claims will be paid within 60 working days. PROVIDER will appeal any claims adjudications or other matters within 90 days of the date of payment and if PROVIDER fails to do so, PROVIDER will be deemed to have waived any appeals rights.

5. PROVIDER hereby agrees that in no event, including but not limited to non-payment by HEALTH PLAN, insolvency of HEALTH PLAN, or breach of this Agreement, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Member, or other persons acting on their behalf, other than HEALTH PLAN, for covered services provided pursuant to this Agreement. This is further dictated by the Federal Medicaid Act and applicable Oregon

Statutes and Oregon Administrative Rules concerning the provision of medical services under prepaid capitated health plans.

6. PROVIDER further agrees that this provision shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of HEALTH PLAN's Member; and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between PROVIDER and Member, or persons acting on their behalf. This provision applies to services provided during a time period for which Member premiums have been paid.

4. Medical Records.

A. HCFA 1550 completed claim will serve as a record of services provided to Member. If a more detailed account of services provided is required, HEALTH PLAN may request medical record of client per standard procedure.

5. PROVIDER agrees to maintain all required licenses, certificates, and/or registrations as issued by the appropriate state, federal, and local governmental agencies to provide the health care services which PROVIDER undertakes to provide to Members under this Agreement.

6. PROVIDER agrees, except in accordance with provisions, spirit and intent of this Agreement not to differentiate or discriminate in its provision of services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, or disability.

7. PROVIDER through the State of Oregon, is insured under provisions of ORS 30.260 through 30.300 (as now or hereafter amended) for its tort liabilities. Pursuant to ORS 30.260 through 30.300, PROVIDER and its employees are insured against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any PROVIDER service provided hereunder, the use of any property and facilities provided by PROVIDER, and activities performed by PROVIDER in connection with this Agreement. A certificate of PROVIDER's insurance status shall be provided to HEALTH PLAN and is attached herewith.

8. The parties hereto mutually agree to indemnify, defend, and hold each other (including their officers, agents, and employees) harmless against any and all claims, demands, damages, liabilities, and costs incurred by the other party, arising out of or in connection with, either directly or indirectly, the performance of any service, or any other act or omission by or under the direction of the indemnifying party, its officers, agents, or employees, within the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300. Each party shall bear their own attorney fees.

9. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt in good faith to mutually resolve the dispute. Any appeals on decisions related to treatment or services will be mediated between HEALTH PLAN and PROVIDER. This Agreement shall be construed according to the law of the State of Oregon. Exclusive venue for any dispute arising under this contract shall be Circuit Court of Oregon for Multnomah County.

10. This Agreement may be terminated at any time without cause by either party upon sixty (60) days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

LANE County,

By: _____

William A. Van Vactor
William A. Van Vactor
County Administrator

Date: 11-14-94

MULTNOMAH COUNTY, OREGON

By: _____

Beverly Stein
Beverly Stein
Multnomah County Chair

Date: 12/22/94

CAREOREGON

By: _____

Billi Odegaard
Billi Odegaard, Director

Date: 12/9/94

HEALTH DEPARTMENT

By: _____

Program Manager

Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 12/22/94
DEB BOGSTAD
BOARD CLERK

APPROVED AS TO FORM

Date: 11/8/94

_____ Lane County

OFFICE OF LEGAL COUNSEL

REVIEWED:

LAURENCE B. KRESSEL,
County Counsel for Multnomah
County, Oregon

By: _____

Laurence B. Kressel
Date: 12/12/94

EXHIBIT A

Fee-For-Service Rate Schedule

CareOregon will compensate Provider on a Fee-For-Service basis according to the rate schedule in effect on the dates of service.

Effective February 1, 1994, CareOregon will use Medicare's Resource Based Relative Value Scale (RBRVS) to establish its fee schedule for specialty care services. CareOregon will use the Relative Value Unit (RVU) for providers' work, overhead costs, and professional liability insurance costs. Medicare's Geographic Adjustment Factor and Volume Performance Standard will not be used.

CareOregon's conversion factors for February 1, 1994 to ^{January 31, 1995} ~~June 30, 1994~~ are:

Code	Conversion Factor
All procedures except OB	\$23.75 per unit
OB codes	\$27.00 per unit

1

PLEASE PRINT LEGIBLY!

MEETING DATE 22-DEC-94

NAME

JOE PARROT, FIRE CHIEF

ADDRESS

1333 NW EASTMAN PKWY
STREET

GRESHAM OR 97030
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-14
SUPPORT _____ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 12/22/94

NAME

Terry Marsh

ADDRESS

1240 SE 12TH AVE.

STREET

Portland, OR

97214

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

Ambulance

SUPPORT

OPPOSE

RFP

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 12-22-94

NAME

LORI HAMM - CARE AMBULANCE

ADDRESS

1877 NE 7th

STREET

PORTLAND

CITY

97212

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-14

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE

Last

NAME

Chief Robert Wall

ADDRESS

STREET

Portland,

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-14

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: DEC 22 1994

AGENDA NO.: R-14

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: EMERGENCY MEDICAL SERVICES REQUEST FOR PROPOSAL

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: DECEMBER 22, 1994

Amount of Time Needed: 1 HOUR

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220
BLDG/ROOM #: 160/9TH FLOOR

PERSON(S) MAKING PRESENTATION: BILL COLLINS

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval of the Request for Proposal for Emergency Medical Services bid package to procure a contractor for the emergency ambulance service.

****PROPOSED RFP TO BE DELIVERED TO BOARD MEMBERS BY 12/20/94**

12/22/94 copies of Resolution to
Tom Collins - REVISED RFP to
be delivered ASAP 1/13/95

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____ BCC, ORIGINAL

Or

DEPARTMENT MANAGER: *Dell Odegaard*

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

RECEIVED
FBI - PORTLAND
DEC 13 1961
MULTI-MEDIA CENTER
OREGON
400



Emergency Medical Services

Multnomah County

STAFF REPORT - AGENDA PLACEMENT FORM

TO: Board of County Commissioners

FROM: Bill Collins
EMS Director

DATE: 12/16/94

REQUESTED PLACEMENT DATE: 12/22/94

RE: Ambulance Contract Request For Proposal

I. Action Requested:

Approval of the RFP

II. Background:

The RFP follows the ambulance service plan approved by the Board in July, 1994. The RFP is the next step in contracting for an exclusive emergency ambulance provider.

III. Financial Impact:

This action has no financial impact on the County.

IV. Legal Issues:

None.

V. Controversial Issues:

The ambulance planning and contracting process has been very controversial. There is nothing however, in the RFP process that is more or less controversial than in the other steps of the process.

BOARD OF
COUNTY COMMISSIONERS
1994 DEC 16 AM 11:23
MULTNOMAH COUNTY
OREGON

Health Department

426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

VI. Link to Current County Policies:

The RFP implements part of the approved ambulance service plan.

VII. Citizen Participation:

All interested parties identified by our office in the planning process were requested to comment on the draft RFP. It is anticipated that there will be public testimony at the Board meeting.

VIII. Other Government Participation:

There is some effect on the City of Portland, Bureau of Emergency Communications. They have reviewed and commented on the draft RFP.



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Dan Saltzman

DATE: December 19, 1994

SUBJECT: Ambulance RFP

We have come a long way, and we are approaching a conclusion to the contentious issue of awarding a contract for emergency ambulance services in Multnomah County.

Throughout the process, there have been several basic principles I have tried to consistently apply to the award of a contract.

In looking at the current RFP, and the process by which it has been arrived at, I have some concerns with regard to two of these principles: medical efficacy and competition among bidders.

My concern over the medical efficacy issue has mostly to do with the lack of formal review of the RFP by experts in the field. Even though the RFP is a "technical" document having to do with the selection of a provider, it in effect defines the delivery system for emergency medical treatment and transport. Since the approval of the ASA plan in August, I have been consistently told by all parties that it would be a good idea to have the Multnomah County Physician Medical Director (who will be responsible for supervising the system from a medical perspective) have input into the design of the RFP. I have been assured since that time that the Medical Director would have that input, or at the very least the successful candidate would have that opportunity if he or she had not yet come on board officially. However, as we are asked to approve of an emergency medical system, we have yet to select that person. Additionally, the Medical Advisory Board has not formally considered or made recommendations. Would it not be more prudent to get the appropriate medical review and input before we send the RFP out for bids?

Another position that I have consistently maintained has been the need to have the greatest possible competition for the contract. The basic underpinning of my desire to open our ambulance system to public bid is that the best way to ensure high quality at the lowest

possible cost is to have the maximum number of qualified providers compete for the business. I am concerned, then, that the timing of the release of the draft RFP, the extent and timing of notice to potential out-of-town bidders, and the deadline for submitting written comments may have the effect of discouraging participation in the process by out-of-town providers. It seems clear to me that the public would be better served by a bid process that included providers new to our area. Indeed, I would consider an RFP that only attracted local bidders to be something of a failure.

Making a full bid is a labor and cost intensive process. To attract serious bids requires that bidders feel that they have an equal chance at succeeding. I am concerned that a process that allowed for local providers to have substantive input into the design of the RFP, while effectively denying that same input to other providers, might send a message that "only locals need apply." To me, that is not in the best interest of the process or the public. Given the relatively high number of unit hours required to qualify for the RFP, there are only a few ambulance companies in the country who can bid. Making an affirmative effort to solicit their input (as we have done with local companies) would signal our clear desire for their participation and would help remove any obstacles to a "level playing field," so we can secure the best possible deal for ambulance customers.

I certainly have no interest in unnecessarily prolonging the process of awarding an ambulance contract. But I am very concerned that, having come this far, we make sure that we take the time to do it right. I hope that we can find a way to address these concerns in a responsible way that safeguards the medical and financial interests of the citizens of Multnomah County.



AMERICAN MEDICAL RESPONSE NORTHWEST

December 22, 1994

Bev Stein, Chair
Multnomah County Commission
1120 SW 5th Avenue
Portland, OR 97204

RE: Request for Proposal for the provision of Emergency Ambulance Service

Dear Chairperson Stein:

American Medical Response (AMR) Northwest appreciates the opportunity to provide written comment on the latest draft of the Multnomah County RFP. This has been a long and drawn out process that has tasked each one of us dearly. We are pleased to see that the process, which has encompassed nearly a decade, is now coming to a close.

Specifically, AMR offers the following comments for your consideration. They are relatively few, but nevertheless, important as you consider final touches to the RFP document.

- Page 12 of the RFP document indicates the rural response time standard to be 20 minutes with 90 percent reliability. This page also describes, in general terms, those areas of the county that are included in the rural area. Based on this description and the associated response time standard, AMR is convinced that this standard as it currently exists will be difficult to achieve, and requiring of significant additional costs if it is met. The latter will be true assuming that additional unit hours are placed into the EMS system to meet this more stringent rural response time standard.

AMR suggests that requirements for the rural service area be revisited and that a more realistic standard be established which reflects an attainable response time standard for the citizenry residing in these portions of the county that does not reduce existing service or add substantially to the cost.

- Page 98 of the RFP document identifies the evaluation criteria that will be used by the Proposal Review Committee. Of particular concern to AMR is (1) the proportion of points currently assigned to patient charges, and (2) the distribution of points as outlined within item (12), Budget, Cost, Charge, Billing Issues.
- 1) The current distribution makes available 140 of a possible 340 points to the bidder proposing the lowest patient charge. Further, an additional 40 points has been identified for budget, cost and billing issues. In total, 180 of a possible 340 points (53%) are available to the lowest cost provider, not necessarily the most qualified.

This distribution of points has clearly shifted the emphasis of the RFP away from a "performance based" to a "rate based." On page 2 of the RFP, it states:

Multnomah County, Oregon hereby solicits proposals from experienced and qualified organizations to provide emergency ambulance service to an exclusive ambulance franchise zone in the area known as the Multnomah Ambulance Service Area (ASA)....The is a performance-based franchise agreement, operating under the "Fail Safe" franchise model successfully in place in other communities throughout the country.

Arguably, the shift to a "rate based" RFP has not only compromised the intent of the document as originally written by the County's consultant, but also jeopardized the entire RFP process by encouraging the submittal of financially irresponsible and volatile proposals. Many RFP proposals have dealt with such concerns by placing a significant emphasis on credential and qualification criteria. However, this RFP does not do this, apportioning only 40 of a possible 340 points to criteria which considers an organization's long-standing track record and ability to deliver on its promises.

Many references have been made throughout the document which either imply or directly indicate that this RFP is performance based. Considering both industry standards and the RFP processes that were utilized in neighboring Clark County, Washington, and Clackamas County, Multnomah County's RFP process is drastically different and focused. In Clackamas County only 33 percent of the total points were awarded on the basis of costs and rates. The balance focused on demonstrable working history and performance factors which gave a true indicator to the evaluation team of a proposer's ability to

deliver on the rates that were proposed. Clark County created a performance based RFP in the purest sense and pre-determined the patient charges to be used by all bidders, thereby focusing all participants in their process on performance and quality related issues.

What is most disconcerting is that the current distribution of points renders the county vulnerable to a lesser qualified proposal that is bid financially irresponsible ("low-balled"), yet remains competitive within the process due to the majority of points being awarded on the basis of costs and patient charges. Conceivably, the county runs the risk of identifying a contractor so financially constrained that by its rate proposal, it is unable to respond to routine changes in the ambulance industry. Changes that include, but are not limited to: the cost of business operations; reimbursements policies governing Medicare, Medicaid, and other third-party payers; and negotiations with an employee collective bargaining unit.

AMR strongly suggests that points be redistributed so that the RFP returns to a performance based proposal as is already defined repeatedly within the document itself.

- 2) The specific distribution of points within item (12), "Budget, Cost, Charge, Billing Issues", is not reflective of a responsible bid process. The reliability of a bidder's proposed patient charges is predicated on the quality of its billing and collection program, its submitted cost/charge documentation, and the established long-term fiscal strength of a bidder's organization. Yet consideration of these areas pales when compared to the number of points identified for patient charges.

To effectively quantify the reasonableness of any rate proposal, greater emphasis must be placed on the areas which actually contribute and determine such charges. Potential bidders must understand prior to submitting their patient charge proposals that the County expects full explanation and detail as to how such charges are realistic and achievable. Also, the Proposal Review Committee must be assured that adequate emphasis has been placed on providing detailed financial analysis for their consideration. Only through emphasis on the criteria which contribute to patient charges can responsible rate setting be expected from all potential bidders, and can the County's Proposal Review Committee be assured that adequate financial information will be provided for their consideration.

AMR suggests that the consultant be instructed to redistribute points within item (12) of the evaluation criteria, so that the county can be assured that all proposals received by bidders have identified all applicable costs, revenue sources, and collection activity necessary to generate a responsible rate proposal.

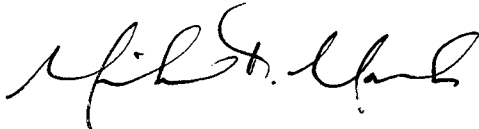
- Page 28 of the RFP speaks to subcontracting with another provider and specifically precludes a bidder from using a subcontractor to provide more than 15 percent of the unit hours. To isolate AMR's concern quickly, assuming a bidder uses a subcontractor to the fullest extent as allowed by the RFP, this secondary provider could perform in excess of 3,500 patient transports a year in Multnomah County. A subcontractor which performs this volume of transports for Multnomah County warrants serious consideration by the Proposal Review Committee. Therefore, the Proposal Review Committee should have available for its review the full complement of credential and qualification materials necessary to effectively evaluate a subcontractor.

AMR suggests that language be added to page 29 of the document which would require a subcontractor to oblige the county by providing all performance assurances as specified in the section beginning on page 38 and titled, "Credentials and Qualifications"

As always, AMR appreciates the opportunity to provide comment to you relating to the request for proposal process and to your consideration of the issues are raised by this letter. Please do not hesitate to contact us should there be any questions or desire for clarification.

Sincerely,

AMERICAN MEDICAL RESPONSE, INC.



Michael T. (Terry) Marsh
Vice President

MTM/kp

COST BREAKDOWN

MULTNOMAH COUNTY AMBULANCE RFP

This itemization is not meant to comment on the relative merits of any expenditure, but only to indicate the costs associated with the requirements of the bid.

ITEM	ONE-TIME COST	ANNUAL EXPENSE
1. Copy of RFP	\$ 50	---
2. Non-ref. bid fee	5,000	---
3. Admin. cost of bid	150,000	---
4. Perform. security	50,000	---
5. SSP Coordinator(s)	---	\$117,000
6. MDT/AVL*	180,000	---
7. BOEC access/maint.	---	21,000
8. All-new fleet (133%)	2,000,000	---
9. Pagers/all employees	---	12,000
10. Funding of EMS office	---	100,000**
11. Training asses. F.R.	????	????
12. Training of F. R.	????	????
13. Pub. Info. Plan for EMS	25,000	100,000
14. Lock Box	100	10,000
15. Three-way Lease (int.)	---	250,000
16. Res. fund/Vehcl. rplcmt.	400,000	400,000
17. 3 mos. lease pymts. res.	185,000	---
18. Public Education	25,000	100,000
19. 90 days Incr. Unit hrs.	45,000	---
20. Audited fin. stmts.	20,000	20,000
21. Pre-cont. Bond	5,000	---
TOTAL	\$3,090,150	\$1,130,000

ANNUAL INCREMENTAL INCREASE \$1,748, 030 to be spread out over approximately 9100 patients that are not indigent, or on Medicare or Medicaid. This amount to almost \$200 each.

Notes:

* While current providers have already purchased these, the cost has not yet been reflected in the rate bases.

** This amount represents only the estimated net increase that is not included in current rates.



CITY OF

PORTLAND, OREGON

BUREAU OF FIRE, RESCUE & EMERGENCY SERVICES

Charlie Hales, Commissioner of Public Safety

Robert R. Wall, Chief

55 S.W. Ash Street

Portland, Oregon 97204-3590

(503) 823-3730

FAX (503) 823-3710

December 22, 1994

Beverly Stein, Chair
Board of County Commissioners
Multnomah County
1120 S.W. Stark
Portland, OR 97204

RE: Draft #3 of the Ambulance RFP

Chair Stein and Commissioners:

The City of Portland has followed the ambulance planning process over the last two decades with great interest. The interest of the City of Portland has been the quality of patient care delivered and the service delivered at a reasonable cost to our citizens.

Any ambulance planning and/or RFP process for Multnomah County, to be viable, must accomplish two goals:

1. the significant reduction in ambulance rates; and,
2. the RFP must serve as a platform to allow for increases in the levels of patient care delivered.

If these goals are not accomplished, the citizens are not served by this process.

The City looks forward to participating in a process that realizes these goals for our citizens.

Sincerely,

Robert Wall, Chief

City of Portland Bureau of Fire,
Rescue and Emergency Services

INTRODUCTION

After reviewing the first draft of the RFP, the City was considerably concerned about the focus on a performance based bid verses a price based bid, and other features that would allow a winning bidder to win with significant increases in rates, and prohibitions that either collectively or singularly eliminated a public bidder from participating in the RFP process.

The City of Portland along with the City of Gresham in conjunction with the Locals 43 and 1062 of the International Association of Fire Fighters submitted a detailed and lengthy response to RFP draft #2, outlining our concerns and suggesting language changes to correct the more significant deficiencies. Some of these suggestions were incorporated, thereby eliminating some of our concerns. Other suggestions were overlooked causing those same concerns to be repeated in draft #3.

RFP draft #3 does the following:

- ☞ contains language that potentially eliminates public providers from bidding,
- ☞ allows a higher priced bid to win,
- ☞ increase the cost to the citizens by over \$100.00 average per call, and
- ☞ virtually assures the county of one bidder--as it happened in Clackamas County.

The cities of Portland and Gresham would like to once again thank the County for allowing us this input into the RFP process.

CONCERNS REGARDING RFP DRAFT #3

There are several areas of concern by the public agencies with regards to draft 3 of the RFP, which can be found in the over forty(40) changes from draft #2, some of which are *significant*. Since draft three does not highlight or otherwise notify the reader of changes, one must go through both 100 plus page documents, page by page, line by line, to find all of the changes and deletions.

The new draft brings out numerous concerns that were not resolved from draft #2. The concerns on draft #3 are based upon: new language, deletions from draft 2, and that fact that some of the language the Bureau was told would be changed--was not. The Bureau was also told that there would be few changes between draft 3 and draft 2, which lead the Bureau staff to originally believe that the two day time period to review draft 3 would be sufficient. Since there were so many changes, and the changes are not identified, the Bureau offers the following comments without input from the City attorneys or other city officials.

Although the Bureau has had little time to review the changes, the concerns of the Bureau can be condensed under the following major categories:

1. language that potentially prohibits public agencies from bidding,
2. language that allows a proposer with the highest rates to win,
3. language that adds costs to the users of service,
4. language that collectively prohibits a public bidder from either bidding or from having any fair chance of succeeding; and,

This response will review each of the above areas in detail, along with suggested language changes as appropriate. The portions being recommended to be deleted are in brackets [], and those portions added are underlined.

CONCERN #1 - Language that effectively prohibits a public agency from bidding.

In the last response to draft #2, the Bureau identified 3 areas that would effectively prohibit public agencies from bidding. Draft #3 resolved one of the concerns, but two of the original concerns remain.

Page 48, Section IV, subsection B., 3.b.,

"[Should legal requirements preclude the "portability" of retirement benefits,] [t]The Contractor shall offer a benefit that is fully vested within the contract period of five(5) years."

COMMENT. "Legal" requirements is a narrow definition that in this case is being used as a conditional tense, i.e. "should." As far as the Bureau is aware, the Attorney General has issued an opinion, that if a Public Retirement program allows for private benefits to be "rolled in," the Public program could lose their tax exempt status. This is not illegal per se, but effectively precludes any public retirement program from allowing funds from private programs to be rolled into public programs. Therefore while not illegal, it does create a barrier for public agencies that is from all practical viewpoints--not possible to allow for portability.

To resolve this issue, the Bureau suggests deletion of the text outlined in brackets, and leave in the text about being "fully vested within the contract period."

Page 49, Section IV, subsection B., 3.d.,(the first d.)

"When employed by Contractor, paramedic [EMT] employees of the current ambulance providers who work in the Multnomah ASA shall suffer no decrease in [seniority,] wage or benefits [accrued] and, within the constraints of current labor regulations and other legal conditions, maintain wage."

COMMENT. The Bureau, due to several reasons including labor contracts and civil service rules, can not accept employees into the city with no loss of "accrued seniority, benefits and wages." This language as written effectively precludes public agencies from bidding.

That portion of the text should be deleted as noted above, and the word paramedic inserted in place of EMT for sake of clarity, since the contract involves paramedics and not EMTs.

CONCERN #2 -- Language that allows a proposer with the highest rates to win.

This entire process started over ten years ago with complaints about high ambulance rates in Multnomah County. If one could identify a common thread in this process, it has been to resolve the rate issue. This procurement, which was to be a *price based bid* with a qualifications phase as turned into a performance based bid with little emphasis on price. In fact the current draft, #3, allows for the bidder with the highest rates to win. The Bureau along with the city of Gresham proposed language and rate formulas in the response to draft #2 that would have resolved this fundamental issue, but was overlooked.

It seems ironic that after ten years of haggling over rates, that the County could permit a RFP that allows the highest rate bidder to win. The reason a bidder with higher rates can win is two reasons: one, the scoring mechanism allows for the bidder with the rate proposed to receive the maximum points for rates, but the higher rate proposed can receive **one point** less than the maximum, and make up the one point lost in the performance section.

The goal should be for the point allocation and rate formula, to all but prohibit a higher rate to win.

The ambulance rates must—come down.

To accomplish that goal the following changes are recommended to draft number 3 of the RFP.

1. Page 98, Section VI., subsection I.,

"12.c. Patient charges - 400 [140] points

The current draft has rates at 42.42 per cent of the total points. The public agencies are proposing that the 140 points for rates be changed to 400 points, or 67.797 per cent of the total points.

2. In addition to the increase in points for rates, a *rate comparison formula for point allocation* is requested. This formula would be added language to Section VI, subsection D., on page 96 and would allow points to be awarded at a ratio, that compares all rates proposed to the lowest rate submitted. This would in effect make it highly improbable that a bidder with a higher rate could win.

Page 96, Section VI., subsection D.,

"**Step 3. Identify the stronger submission and assign maximum points.** Based on that comparison..."

Add a new paragraph to this section that would then read:

"For section 12.c., patient charges, the attached rate formula will be used to assign points, with the lowest rate receiving the maximum points for this section, and all others less points as indicated by the following rate formula."

Step one: $\text{Proposed Rate} - \text{lowest proposed Rate} = \text{Rate Difference}$

Step two: $\text{Rate difference} \div \text{Lowest proposed Rate} = \text{rate percentage difference (a number less than 1)}$

Step three: $(1 - \text{Rate Percentage}) \times \text{Total possible points for rates} = \text{Points awarded}$

Example #1. For this example, assume 400 points total for rates.

Step one: $\$600.00 \text{ proposed} - \$500.00 (\text{lowest rate proposed}) = \$100.00 \text{ rate difference}$

Step two: $\$100.00 \div \$500.00 = 0.2 \text{ rate percentage difference}$

Step three: $(1 - .2) \text{ or } .8 \times 400 \text{ points} = 320 \text{ points awarded.}$

Difference of 80 points for rates between the two bidders. It is *unlikely* that the higher rate bidder can make up 80 points on the performance side to win the bid.

Example #2. As a comparison, assume 140 points total for rates from the current bid, with the same rates as in the first example:

Step one: $\$600.00 \text{ proposed} - \$500.00 = \$100.00 \text{ rate difference}$

Step two: $\$100.00 \div \$500.00 = 0.2 \text{ rate percentage difference}$

Step three: $(1 - .2) \text{ or } .8 \times 140 \text{ points} = 112 \text{ points awarded}$

Difference of only 28 points between the two bidders. It is possible for the bidder with the higher rates to win, because they can make up 28 *points* on the performance side.

These examples show why it is important to have **both a higher point total for rates and a point formula**. With the 400 points it is unlikely that bidder can make up the lost points in the performance categories, but with *a mere* 140 points it is likely that a bidder can make up the points in the performance categories.

Of course *without the rate formula*, a bidder can score 139 points on rates, and be twice as high as the lowest bidder, thereby almost assuring the high probability that the highest rate can win.

CONCERN #3 - Language that unnecessarily adds considerable cost to the users of service.

Page 3, Section I., subsection B., states:

"The provider shall be expected to continue the practice of provider support to the EMS Office. this support is estimated at \$300,000 for the franchise provider during the first year of operation."

Page 24, Section II., subsection S., states:

"County will furnish the state required medical supervision. The estimated cost for the Medical Director is \$177,000. ...

The estimated fee to be charged to Contractor for supervision and administration of the ASA contract, and for the quality assurance process will be \$250,000.

COMMENT. The three dollar figures added together equals \$727,000.00, or 32.11 per patient cost.(based on 22,500 transports) A private provider would have to charge \$51.00 to \$84.00 to recover the cost.

The first two figures, \$300,000 and \$177,000 all providers were aware of as they are current system cost, but the \$250,000 figure is a surprise and new language from draft # 2.

The question is, is the \$250,000 figure a new cost, or a mistake?

Starting on page 31, Section III, there are several cost items under the fail-safe section that can add considerable cost to the system. There are alternatives that can cost considerably less and at the same time provide the protection the County is seeking. The public agencies submitted language in the last response to this issue, and should be reviewed by the County for viable options.

On page 36, Section III., subsection C., the following language is suggested:

"Should a governmental agency proposing on this project be unable to comply with the performance security arrangement due to *legal or other* constraints, an acceptable alternative must be proposed along with documentation of the [*legal*] constraint. **All such concerns must be raised with the County prior to submission of proposals. [in the proposer's letter of intent, required in this RFP.]**"
{italic highlight added to text, bold highlight in original text}

COMMENT. Some of the constraints may not be "legal" constraints, they may be impractical in the time frame given, or so costly as to be prohibitive. All agencies not just public agencies should be allowed to propose alternatives along with the reasons why. Additionally, it may not be possible for a bidder to know all of these constraints by the date the letter of intent is due, which is just seven days after the bidders conference. There may be additional issues raised during the bidders conference that would not allow a bidder to obtain the information on all of the constraints, since it involves talking with attorneys and accountants.

Page 53, Section IV., subsection B.6.,

"Contractor shall supply automatic defibrillators to rural first responder[s] agencies."

COMMENT. In Oregon, first responders include Quick Response Teams(QRTs), whereby individuals respond from their homes directly to the incident scene. To provide all first responder individuals with a \$7,500.00 Automatic External Defibrillator(AED) is cost prohibitive.

Page 55, Section IV., subsection B.9.b.,

"The mileage rate to be charged to patients is [set at \$9.00 per] to be charged for loaded patient miles only. An average of 2.5 transport miles shall be assumed for the budget required below."

COMMENT. There is no reason to demand a \$9.00 per patient mile. To obtain an apples to apples comparison, the rate worksheet following this page will allow an apples to apples comparison, without demanding a \$9.00 mileage charge. Mandating patient loaded miles only, ensures that a provider will not come in and charge dedicated or some other mileage charge system.

Page 55, Section IV., subsection B.9.c.,

"Proposers must propose a non-transport fee for circumstances where services are requested, and provided but the ultimate transportation refused."

COMMENT. This sentence should either be deleted and the proposer prohibited from charging a non-transport fee, or added to the rate worksheet, in order to determine total system charges.

Page 56, Section IV., subsection B.9.c.,

"[Assume all ALS services and therefore all ALS charges.]"

This should be deleted as Medicare is going to be demanding both ALS and BLS rates.

Page 74, Section IV., subsection B.8.,

"[Individual pagers shall be made available by the Contractor for individual assignment to each field medic who agrees to carry one.]"

"The Proposer must describe a method whereby paramedics can be called back or notified in the event of a disaster, MCI, or catastrophic event."

COMMENT. The demand for pagers is unnecessary and expensive, when other methods to deal with call backs is available. The Oregon State Health Division is currently working on a Catastrophic Event Plan (CED) that will have protocols for all-licensed providers on what to do in disaster situations. There is no need at the present time to "re-invent the wheel."

Page 75, Section IV., subsection B.9.,

"At the start of the initial contract, Contractor is required to recruit and give preference to the qualified incumbent paramedics [personnel] previously working within the County [local] EMS system, [and local EMTs who are enrolled in or who have been accepted for enrollment in a paramedic training program.]"

COMMENT. Only paramedics are qualified to work in the system according to guidelines established in this RFP. It is therefore unnecessary and impractical to recruit EMTs enrolled or accepted into some paramedic program, as they are ineligible to be hired. Since the state of Oregon is going to a two year associate degree requirement for paramedics, the RFP with the

current language is demanding that a proposer agree to recruit someone who is ineligible to be hired for over two years?

Page 97, Section VI., subsection I.,

"[Proposers offering services with pricing which substantially varies from the market(as defined by Medicare allowable or area prevailing charges for either public or private providers of emergency ambulance services), without justification, will be considered as non-responsive.]"

Change to:

"All Proposers need to substantiate their charges as it applies to current market charges and Medicare allowable."

The text as originally written tends to punish a provider for any rates above or below the Medicare allowable or the area prevailing. What is "substantially varies", a hundred dollars, fifty dollars? If the County adopts the language as proposed, it eliminates these concerns and still requires the bidders to **all** justify their charges.

Concern #4 - Language that collectively prohibits a public provider from either outright bidding or at the very least makes it impossible for them to prevail.

This concern is difficult to examine on a singular basis, but must be done collectively with several different passages in the RFP. None of the language examples in and by-them-selves would cause a public bidder from being disqualified, but collectively, the result is disqualification. These passages have what can be considered to be a negative spin towards public providers, while the RFP contains no such negative spin as it applies to private providers.

Page 36, Section III., subsection C.,

"Should a governmental agency proposing on this project be *unable to comply* with the performance security arrangement due to legal constraints, an acceptable alternative must be proposed along with documentation of the legal constraint. **All such concerns must be raised in the Proposer's letter of intent, required in this RFP.**"

{bold highlight part of original text, italic highlight added to text}

A more neutral statement could read:

Governmental agencies can propose alternatives to meet current governmental regulations, rules and applicable laws, or other practical governmental constraints. All such constraints should be documented with proper reference.

This statement accomplishes the same as the original, and does not contain the negative spin with the words "unable to comply."

Page 42, Section IV., subsection B., 1.b., under System Status Coordinator, it states:

"Ability to demonstrate successful operation above the scope described in this RFP [and/or credentialing by nationally-recognized organizations such as the Commission on Accreditation of Ambulance Services(CAAS)].

The Bureau is currently engaged in pursuing CAAS accreditation, but there is no way to be accredited in three months. This language was proposed by AMR who is currently accredited, and added to draft three. This language specifically targets public providers who can not be accredited in time for the bid. This is unfair language and should be removed.

Page 49, Section IV., subsection B., 3.,

"Regularly scheduled shifts shall be defined as [not greater than any 24 hour period] any shift that is prescheduled according to a System Status Plan(SSP). [24 hour shifts are not the practice in Multnomah County.] Therefore, all regularly scheduled [24-hour] shifts shall require specific justification in the proposal on issues such as workload, staff-fatigue and costs."

COMMENT. This language targets public providers--only. The real issue is working conditions as it applies for all shift schedules. By taking this text to the real definition, than a provider could schedule 23 hour, 59 minute schedules, and not have to comply with this language, when the intent is to ensure schedules that allow for adequate rest and reduce employee fatigue and burnout. The real issue is workload, not scheduled hours.

MULTNOMAH COUNTY

EMERGENCY MEDICAL SERVICES ADMINISTRATION

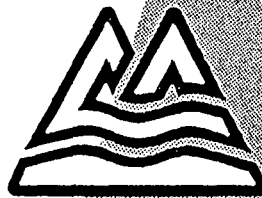
REQUEST FOR PROPOSAL

DRAFT 3

P990-37-0029

for the provision of

EMERGENCY AMBULANCE SERVICE



**MULTNOMAH
COUNTY**

January 4, 1995

January 4, 1995

Dear Prospective Proposer:

Enclosed is a detailed proposal package by which Multnomah County seeks to procure a contractor for an emergency ambulance system.

It is the County's goal to provide an integrated pre-hospital advanced life support system in the most cost-efficient method available.

The proposal package is provided in the following sections:

Section I	Overview
Section II	Scope of Service
Section III	"Fail Safe" Franchise Components
Section IV	Proposal Requirements
Section V	Performance Requirements
Section VI	Proposal Evaluation Process
Section VII	Overview of Multnomah County

A non-binding Letter of Intent is due on January 25, 1995, at 12:00 noon, to remain active in the consideration for selection.

We invite your submission of a proposal as specified in the proposal package. All proposers must participate in our Proposer's Conference on January 18, 1995, 10:00 a.m., Portland, OR. Attendees to the Proposer's Conference, are encouraged to submit written questions in advance. After the Proposer's Conference, only written questions will be accepted. The deadline for submitting questions is February 15, 1995. If, in the opinion of County Purchasing, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which

will be delivered to all individuals, firms, and corporations having taken out the RFP. Oral instructions or information concerning the specification on the project, given out by County managers, employees, or agents to prospective applicants shall not bind Multnomah County. All addenda shall be issued by the Purchasing Director no later than five (5) days prior to the proposal deadline.

An original plus 10 copies of the application are required. All proposals shall be tabbed by major sections and are limited to 200 pages for the proposal and 200 pages for the appendices. Please note the deadline for submittal of the proposal response will be March 27, 1995, at 4:00 pm. The delivery location for this RFP and all contacts shall be made through:

Jeff Baer, Buyer
Multnomah County Purchasing
2505 SE 11th Avenue
Portland, OR 97202
503-248-5111
FAX 503-248-3252

Postmarks are not acceptable. Bids received after the deadline will not be considered.

We thank you for your interest and look forward to a comprehensive proposal from your organization.

Sincerely,

Jeff Baer, Buyer
Multnomah County Purchasing

MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES
REQUEST FOR PROPOSAL

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SECTION I
OVERVIEW

**MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES**

REQUEST FOR PROPOSAL

Section I - Overview

A. Overview of Request for Proposal (RFP)

Multnomah County, Oregon hereby solicits proposals from experienced and qualified organizations to provide emergency ambulance service to an exclusive ambulance franchise zone in the area known as the Multnomah Ambulance Service Area (ASA). Multnomah County is a county of 465 square miles and an estimated population of 618,600 in 1994. The ASA encompasses nearly the entire county with a few geographical areas excluded due to their ability to be better served by adjoining counties. The service area includes the cities of: Portland (population 471,325), Gresham (population 73,185), Troutdale (population 9,410), Fairview (population 3,735), Wood Village (population 2,920), Maywood Park (population 780), and the surrounding unincorporated areas (approximate population 53,300).

This procurement will establish a franchise for emergency ambulance service including, but not limited to, all ambulance calls requiring lights and sirens, hereafter referred to as Code-3 calls, all ambulance calls requiring an immediate and urgent response without lights and sirens, hereafter referred to as Code-2 calls, requested through any 9-1-1 dispatch center or from a seven-digit number. Dispatch services will be provided by the City of Portland, Bureau of Emergency Communication (BOEC). Staffing of a full time System Status Plan Coordinator by the ambulance provider will be required, 24 hours a day.

This procurement does not contemplate the franchise's coverage for non-emergency or scheduled calls for transportation where an emergency or potential for emergency does not exist.

Proposers must meet all credential requirements and scope of service requirements as listed in Section IV of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration.

For further listing of definitions for the RFP, please see Attachment I.

The initial contract period will be for five (5) years and may be extended by mutual agreement for a three (3) year period and a subsequent 2 year period. Superior performance may be awarded an extension or extensions. A lack of compliance with minimal standards will result in dismissal.

This is a performance-based franchise agreement, operating under the "Fail Safe" franchise model successfully in place in other communities throughout the country. Details regarding the franchise model, performance standards and other details of the scope of services requested are described in this Request for Proposal.

B. RFP and Other Fees

To assist with defraying the costs of conducting the RFP process, a \$50 non-refundable fee will apply to all those requesting a copy of the RFP document and a \$5,000 non-refundable fee will apply for all applicants submitting a proposal. The application fee shall be submitted in the form of a cashier's check, made payable to Multnomah County. A proposal that is not accompanied by the application fee will be considered incomplete and not processed further.

The provider shall be expected to continue the practice of provider support to the EMS Office. This support is estimated at \$300,000 for the franchise provider during the first year of operation. The provider is also expected to pay to the City of Portland a fee for maintenance and system access for the 800 MHZ and MDT system. Their fees are estimated at \$860/ambulance unit per year.

C. Timetable

<u>Event</u>	<u>Date</u>
Bid Document Available	January 4, 1994
Proposer's Conference	January 18, 1995
Proposer's Letter of Intent Due	January 25, 1995
Proposals Due	4:00 pm on March 27, 1995
Review of Credentials/Proposals	March 31 - April 27, 1995
Recommendations to the Health Officer	April 28, 1995
Announcement of Standing	May 3, 1995
Tentative Award by Board of Commissioners	May 18, 1995
Last Day to Appeal	May 26, 1995
Negotiation of Contract	May 18 - June 13, 1995
Approval of Contract by Board of Commissioners	June 15, 1995

Implementation

July - September 1995

D. Term of Contract/Renewal Provisions

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m., September 1, 1995 and terminate at midnight August 31, 2000, unless extended, as provided for herein.

Any decision regarding possible renewal of this contract or any extension thereof shall be made at least 12 months prior to the scheduled termination date, so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new contractor at least 6 months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, managed-care and DRG transport contracts, and other contracts previously serviced by the outgoing Contractor.

It is understood that unforeseeable factors may affect the future operation of the franchise. These factors may include health-care reform, ambulance-cost factors (i.e. transportation costs) and other elements of the economy which may substantially affect franchise operations. The RFP describes documentation and request methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.

E. Response Data

There were approximately 39,045 9-1-1 and 7 digit initiated emergency calls in the Multnomah ASA during 1993. Of these calls, approximately 21,388 resulted in transportation of the patient. Further detailed data is provided in Section VII of the RFP.

F. Minimum Requirements for Review

All proposals will be initially screened by the County Purchasing Section for completeness. Proposals that are not complete and do not meet the RFP requirements will be considered non-responsive and not further considered. The proposer who meets the credential requirements and who submits the highest ranked proposal will be recommended to the Board of Commissioners. The Board will either select a proposer or reject all proposals. A service contract will be offered to the selected proposer.

G. Cost, Revenue and Charge Review

A significant emphasis on the selection process will be placed on cost, revenue and charge considerations. These include: the quality and reasonableness of projections, description

and commitment to provide verifiable revenue sources, and other patient revenue and patient charge projections.

The ultimate objective of the review process is to define the provider who best meets the scope of service of this RFP, who is best able to sustain the service over the life of the franchise, and has the most accurate analysis of costs and verifiable sources of revenue. Patient charges are a major component of establishing and maintaining a stable and long-term ambulance franchise. Excessively low-charge proposals, not justified in the RFP, will risk being defined as a "low-ball" proposal and be subject to exclusion. Charges that are below the Medicare "prevailing" charges will be carefully scrutinized. Costs to the patients, as represented by patient charges, however, will remain a key consideration within this framework

H. Contract Compliance and Rate Regulation Committee

Monitoring of the contract awarded as a result of this solicitation, will be conducted by the Multnomah County EMS Office with input from the Contract Compliance and Rate Regulation Committee. The Committee will meet regularly and review the response time and other performance parameters of the Contractor and review appropriate rate requests. The Contractor will be required to have their chief operating officer, or the appropriate related position, attend at least 50 percent of the monthly meetings of the Contract Compliance Committee.

I. County EMS Medical Director

The County has designated an EMS Medical Director to provide EMT supervision, medical direction and oversight to the medical components to the EMS system including ambulance service. Contractor will be responsible for adhering to the EMS Medical Director's policies, participating in the Medical Director's audit process and participating in medically related research as defined. The Medical Director shall serve as the physician supervisor of record for all pre-hospital EMT. Specifics on the duties of the Medical Director shall be found in the Multnomah County EMS Ordinance.

J. Confidentiality

Multnomah County is subject to the Oregon Revised Statutes relating to public records (ORS 192.001 - 192.530). The RFP herein designates that the following RFP materials shall be submitted in confidence, shall remain confidential, and are exempt from disclosure to the extent allowed by law:

1. historical financial information of the proposing firm or entity; and,
3. materials related to the background investigation of the firm conducted under the RFP process.

All pages containing the above information shall be marked "confidential." Proposers who desire that additional information be treated as confidential must mark those pages as "confidential," cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality.

All such requests will be evaluated by Multnomah County. Should a legal challenge occur regarding a specific proposer's request for confidentiality, it shall be the proposer's responsibility to defend such challenges. The County reserves the right to disclose part or all of the information determined not to meet the exemptions in ORS 192.501-502; to determine additional information confidential on an individual submittal basis; or, determine confidential additional categories of information applicable to all submittals.

SECTION II
SCOPE OF SERVICE

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section II - Scope of Service

A. Ambulance Service Area

The response area to be served by this RFP is the "Multnomah Ambulance Service Area" (ASA) as approved by the State of Oregon.

B. Exceptions to the Service Area

The exception areas of the county are areas best served by ambulance contractors from other adjoining counties or service by the Contractor to other counties, pursuant to intergovernmental agreement(s). Exceptions to the service area are as follows:

1. Areas within Multnomah County not included in the Multnomah ASA:

- a. The community of Dunthorpe;
- b. Portions of Multnomah County located in Lake Oswego;
- c. The Skyline area in the northwest portion of the county;
- d. The area adjacent to Columbia County served by Highway 30; and,
- e. Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties.

2. Areas outside of Multnomah County that are included in the Multnomah County ASA:

- a. The North end of Sauvie Island located in Columbia County; and,
- b. Portions of the City of Portland located in Washington County.

Intergovernmental agreements pursued by adjoining counties or Multnomah County will state the performance standards and monitoring process to assure coordination with these areas of the franchise.

Figure 1 provides a map depicting the response area and its relationship to the County as a whole. Proposers shall plan to locate the number and types of ambulances throughout the region in order to maximally meet the performance standards under the contractor's County-approved System Status Plan.

C. Overview of the Area

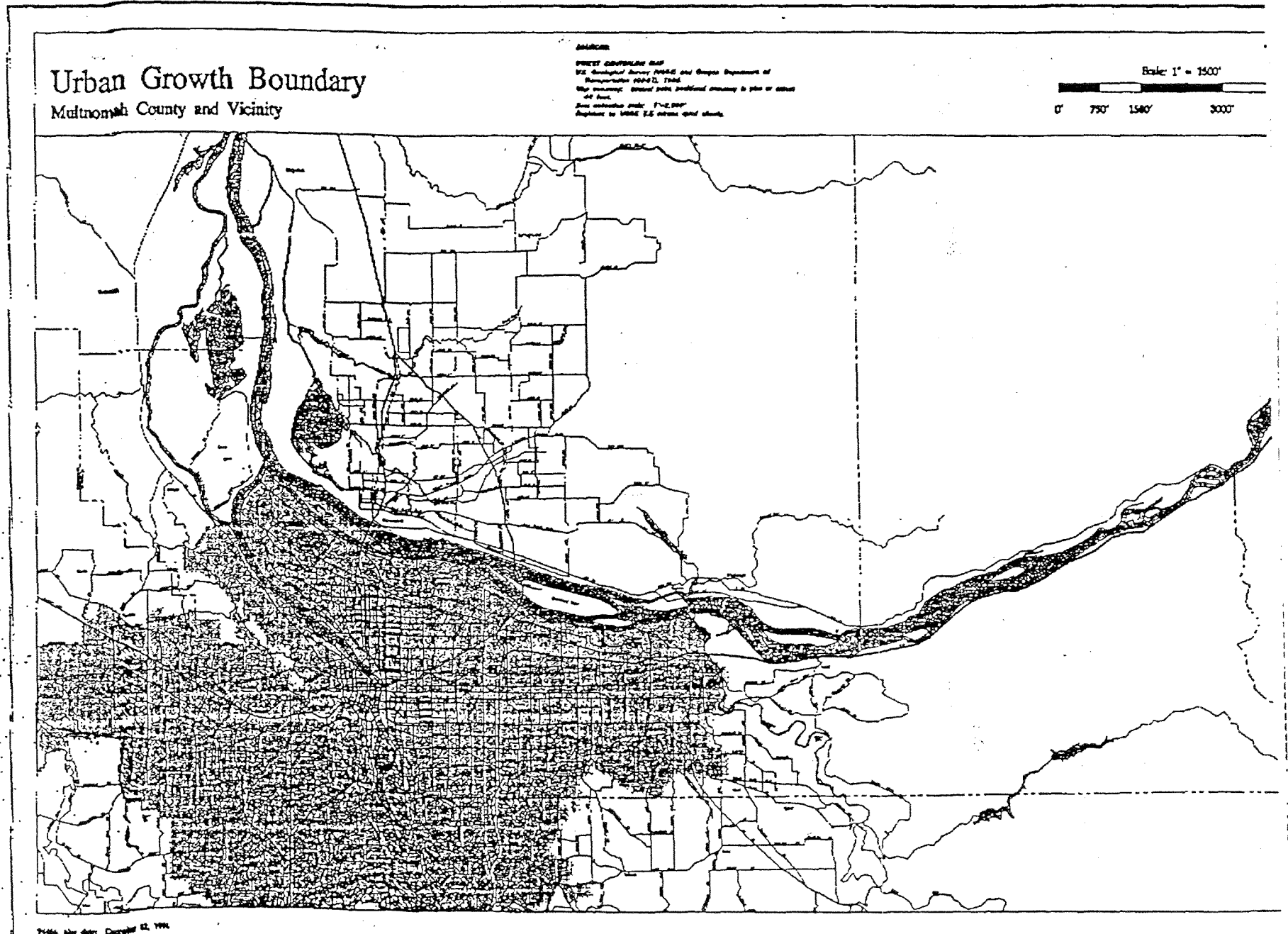
Generally, the area to be served is bordered on the north by the Columbia River or Clark County, Washington and extending from Bonneville to the north tip of Sauvie Island; on the east it borders Hood River County; on the south it borders Clackamas County; and on the west it borders Washington County with the Skyline area inside Multnomah County excluded. With the geographical exceptions and additions to the Multnomah ASA, the 1994 estimated ASA population is 600,000.

There is one 9-1-1 call-answering point in Multnomah County. The 9-1-1 center, operated by the City of Portland and known as the Bureau of Emergency Communications (BOEC), answers and dispatches the appropriate first responder and ambulance service. The number of responses for 9-1-1 Public Safety Answering Point (PSAP) and seven-digit emergency ambulance calls within the Multnomah ASA during 1993 was 39,045. The number of patients transported was 22,869.

These call and transport figures must be used as a basis for preparing and comparing proposals. However, no promise or guarantee is made that these figures will accurately reflect actual conditions to be encountered in the ASA during the term of the franchise, or that revenues will reach particular levels.

The proposed ambulance system as described will be a total fee-for-service franchise. That is, the proposer should not expect any subsidy from the County or any of the cities within the County, unless the cities are a sponsoring agency of the proposer.

Figure 1
Map of Multnomah County ASA
(Facsimile only. Better map to follow)



D. General Requirements and Governing Law

Oregon Revised Statutes (ORS) Chapter 823 requires counties to establish ambulance service areas consistent with a plan for the efficient and effective provision of ambulance service. The Oregon Health Division is the agency responsible for administering ORS Chapter 823 and has approved the Multnomah County Ambulance Service Plan. The Plan, ORS Chapter 823, and Health Division Rules (Oregon Administrative Rules Chapter 333, Division 250), County ordinances, and rules, the County medical policies procedures and protocols, are incorporated into this RFP by reference. Together with this RFP, they set forth the requirements for service in Multnomah County, and all proposers shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

E. Response Time Zones and Standards**1. General**

It is the proposer's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the ambulance contractor receives the location of the call and the nature of the call, whether that information is received by voice or by automatic data transmission, until the time the contractor arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) unit. All response times are measured in seconds, not whole minutes. Arrival on the scene of a first-responder unit shall not serve to stop the ambulance response-time clock. All emergency dispatch services and times will be provided and documented by the Bureau of Emergency Communications.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Proposers are advised that service to the Multnomah ASA must be at or above the level of service as defined in this RFP throughout the ASA. Monitoring of this requirement will include CAD data submitted by BOEC, and oversight by Multnomah County and the Contract Compliance Committee. To become familiar with unique requirements of the region, proposers are urged to contact the various public safety and fire departments/districts in the region. A list of contact persons is listed in Attachment II.

2. Code-3 Calls

Contractor must provide 24-hour, 366-day per year coverage for all Code-3 requests for service for the term of the contract, as defined by medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and

sirens for presumed life-threatening or non life-threatening conditions. The contractor must guarantee response times as specified below:

Urban	90 percent of all calls in 8:00 minutes or less
Rural	90 percent of all calls in 20:00 minutes or less
Frontier	Calls will be responded to in an expeditious, "best - effort" manner. Immediate response to dispatch to frontier areas is required.

For a map of response zones, please see Attachment IV. A sample of communities by zones (not necessarily a complete list) is provided below:

Urban

The following communities are located within this zone:

Portland
Gresham
Troutdale
Fairview
Wood Village
Maywood Park

Rural

The following communities are located within this zone:

Sauvie Island
Corbett
Areas East of Corbett along the Columbia River

Frontier

The following area is located in this zone:

Bull Run Water Shed

Note: Parts of the County are rural and frontier. Proposers should familiarize themselves with population densities and other factors so as to provide effective and prompt emergency ambulance service.

3. Code-2 Calls

Code-2 calls are not a current practice in Multnomah County. There is no guarantee that the County will develop such a plan, however, Contractor is advised that the possibility for a Code-2 system exists. Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and sirens but requires an immediate response due to a presumption of an urgent but non-life-threatening medical condition.

Currently, all 9-1-1/PSAP calls are dispatched Code-3. There are no current formal Code-2 protocols for dispatch unless a call is intentionally downgraded by a Multnomah County approved requesting party (e.g., first-responder agency, 9-1-1/PSAP). Any Code-2 protocol developed for use by the Contractor will be developed in concert with the first responders, BOEC, and other agencies in the service area.

The Contractor must respond immediately to all Code-2 requests. Each month the Contractor must arrive within 15 minutes on 90 percent of the calls for urban areas, 90 percent within 40 minutes for rural areas. Frontier areas will be responded to on a "best-effort" basis.

4. Dispatch Services

Ambulances available for dispatch must acknowledge dispatch notification within 30 seconds, and the unit shall be enroute within one minute of notification for a total time not to exceed 90 seconds, 90 percent of the time.

F. Penalties

1. Code-3 Calls

Contractor shall not refer calls to another agency. In the event that a contractor is not able to respond to all calls and that call goes to another agency or to a Basic Life Support (BLS) transport unit (Paramedic level response is required for all requests in the franchise zone), there will be a \$1,000 per call penalty for that referral.

For those months that the Contractor fails to respond to 90 percent of all Code-3 calls within a time period specified under Response Time Zones and Standards, the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For those months that the Contractor fails to meet the 90 percent standard, a \$200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for the rural and urban zones.

For contract monitoring purposes, each individual zone (i.e. Urban, Rural) shall have a maximum specified response time. For every Code-3 call where the ambulance fails to arrive within the maximum specified time (maximum Code-3 times are: 12 minutes - Urban, 45 minutes-Rural), the penalty will be \$20 per excess minute (e.g., call response times of 12:00-12:59 minutes shall be fined \$20, 12:00-21:59 minutes shall be fined \$40). Calls referred to another agency will be included as part of the response-time requirements.

Alternative Code-3 response-time parameters provided in collaboration with ALS first-responder agencies may be considered on a pilot basis, in the future, to the extent they document:

- (1) clear research methodology during the pilot phase;
- (2) written agreements including performance standards with first responders;
- (3) written policies on how the alternative performance standard would be implemented;
- (4) methods to evaluate results of the pilot study; and,
- (5) Cost-efficient outcomes.

Such pilot studies are completely at the discretion of Multnomah County. Pilot program initiation will not be permitted for the first 180 days of the contract. The process for reporting a pilot program will be developed by the Multnomah County EMS.

2. Code-2 Calls

Multnomah County expects the Contractor to meet or exceed the above listed response times on an overall basis each month. For each Code-2 call which the Contractor fails to respond to meet the 90 percent standard, a \$200 financial penalty for each one-tenth of a percentage point less than the 90 percent standard shall be assessed.

For contract monitoring purposes, each individual zone (e.g. Urban, Rural and Frontier) shall have a Code-2 maximum response time. For every Code-2 call where the ambulance fails to arrive within the maximum specified time (maximum times are: 25 minutes for Urban, 50 minutes for Rural), the penalty will be \$20 per excess minute for a maximum of \$400 per call. Calls referred to another agency will be included as part of the response- time requirements.

A summary of response time requirements is as follows:

Multnomah County Response Time Requirements Summary		
Area Classification	Code 3 Calls	Code 2 Calls
Urban	$\geq 90\%$ / < 8 minutes	$\geq 90\%$ / < 12 minutes
Rural	$\geq 90\%$ / < 20 minutes	$\geq 90\%$ / < 45 minutes
Frontier	"Best-Effort basis" with immediate dispatch required	"Best-Effort basis" with immediate dispatch required

3. Upgrades, Downgrades, Canceled Responses and Breakdowns.

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and penalties will be as follows:

a. Upgrades

If an assignment is upgraded prior to arrival of an ALS ambulance unit on the scene, the contractor's compliance and penalties will be calculated from the time the Code-3 call was upgraded by the 9-1-1/PSAP. The appropriate response-time standard for the zone involved will apply.

b. Downgrades

If a call is downgraded by the 9-1-1/PSAP or based on information from a 7-digit caller and, in accordance with County-approved dispatch protocols prior to arrival on the scene of the ALS ambulance unit, the contractor's compliance and penalties will be determined by:

- (1) If the time of downgrade occurs after the unit has exceeded the standard response time for the zone involved, the more stringent higher-priority standard will apply; or,
- (2) If the time of downgrade occurs before the unit has exceeded the standard response time for the zone involved, the less stringent lower priority standard will apply.

- (3) If the public safety answering point (PSAP) downgrades a call (e.g. Code 3 to Code 2), the above maximum response time will apply. However, the ambulance contractor will remain responsible for responding to such a downgraded call at the earliest possible time. For purposes of measuring contract compliance, each incident will be counted as one call dispatched only, no matter how many units respond to the incident.

c. Canceled Responses

If a call is canceled prior to the ALS unit arrival on the scene, the contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was canceled, the priority assigned to the response, and the standard for the zone involved.

d. Multiple Units/Break Downs

If multiple units are responding, then the additional unit's times are measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be \$500.

4. Waiver of Penalties/Grievances

The County reserves the right to individually exclude calls from the response-time or percentage calculation of penalties. On any one call, violation of the dispatch performance standard listed above will serve to limit such waivers. Failure to meet the overall dispatch-performance standard will be penalized at a \$100 financial penalty for each one-tenth of a percentage point less than 90 percent. The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. The proposer must specify in their proposal those exceptions for which an automatic exception is requested, if any. In addition, Multnomah County reserves the right to waive response-time penalties during the Initial Coverage Plan phase (first 3 months). Proposer's shall specifically request such a waiver for consideration in the written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation.

5. Other Response-Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

Ambulance contractors will not be held responsible for response time performance on an emergency response to a location outside the ASA, unless it originates from any area which is serviced by the contractor pursuant to intergovernmental agreement. However, ambulance contractors shall use their best efforts in responding to mutual-aid calls. Responses to emergencies located outside the County will not be counted in the number of total calls dispatched used to determine monthly contract compliance statistics.

Any Code-3 or Code-2 call referred by the 9-1-1/PSAP to an outside agency shall be subject to a \$1,000 fine unless such referral is specifically part of a County-approved mutual-aid agreement. The referral fines may be waived by Multnomah County based on special circumstances. Chronic referral of such calls shall subject the contractor to a review of their System Status Plan. All referrals shall be subject to the response-time standards and penalties stated in this RFP.

The response times established are expressed in terms of the maximum allowable for the response time zones. Ambulance contractors shall provide services within each zone not to exceed these maximum allowable response times.

Penalties for failure to report "at-scene" times for calls will be assessed at \$300 for each incident. Such at-scene times shall be established from MDT data or radio transmissions identifying the scene time. If no at-scene time is reported, the call will be counted as late for purposes of the 90 percent on-time standard and subject to the compliance percentage applicable. A \$300 per call penalty will be the only penalty applied for that specific call. Penalties for willfully falsifying at-scene times by Contractor's field staff will be assessed at \$500 and by Contractor's management staff will be \$1,000 for each incident.

The following table summarizes fines and penalties listed in this RFP.

Multnomah County Summary of Fines and Penalties	
<u>Category</u>	<u>Charge</u>
1. Percentage response (Urban, Rural) below standard	\$200/tenth of percentage point
2. Maximum response time	\$20/excess minute (maximum \$400/call)
3. Code 2/3 referral to an outside agency	\$1,000
4. Referral to BLS unit	\$1,000
5. Wilfully falsifying response data by:	\$500
a. field staff	\$1,000
b. management staff	
6. Breakdown of unit w/patient	\$500
7. Failure to call "at scene time"	\$300

7. Response Time Map Changes

The County may make amendments to the response-time map areas, provided that any such amendments shall be based upon the following criteria:

- a. "Urban" or "urban response zone" means those areas within the urban growth boundary of Multnomah County.
- b. "Rural " or "rural response zone" means those areas outside the urban growth boundary of Multnomah County.
- c. "Frontier area" (minimally populated area - e.g. Bull Run water shed) that are not urban or rural.

No such response-time map amendments shall be made without giving written notice and an opportunity for consultation to the contractor, fire departments/districts, and cities whose territory would be affected. Any

contractor, city, fire district or resident which disagrees with any such map amendments may appeal such action to the Board of Commissioners.

G. Term and General Nature of Franchise Contract

A proposer selected by the Board of Commissioners will be offered a contract to provide ambulance service pursuant to the terms of its proposal, the RFP and governing law for five years. The agreement may be renewed at the discretion of the Board for an additional 3 year period and a subsequent 2 year period under the following conditions:

1. both parties give notice of their intent to renew at least one year before the end of the contract term; and,
2. the contractor has been in substantial compliance with the terms of the contract for the most recent two-year period of the contract.

H. System Status Plan

System Status Plans shall be developed, submitted for approval and adhered to by the Contractor. Changes to the System Status Plan shall be reviewed and approved by the EMS Administration. The Plan shall be submitted to the EMS Administration on at least an annual basis. The maximum planned unit-hour utilization ratio (ratio of transports/unit-hour production) shall not exceed .40 for and regular scheduled unit. Higher efficiency levels may be proposed subject to approval of the County. County must be notified at least 30 days in advance of any change to the Plan. The County may waive this 30-day notice based on special circumstances.

All resources to be used in this franchise for ambulance service shall be included in this System Status Plan and Three-Way Lease.

I. Mutual Aid

The Contractor agrees to respond to all requests for dispatch and mutual-aid by Multnomah County. Should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g. in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform Multnomah County EMS. Multnomah County EMS will then assess the situation and take appropriate steps as necessary to rectify the inequity.

J. Equalization of Response Zones

The contractor and the County shall monitor the response times. If the contractor or the County finds that more than 10 percent of the Code-3 or Code-2 calls in any type

of response zone are not responded to in the required timeframes in any 2 consecutive months (or 4 months of any 12-month period), contractor shall be required to make appropriate adjustments to the System Status Plan to rectify the problem.

K. Staffing Requirements

Responses to 100 percent of all Code-3 and Code-2 calls, within the contract area, shall be handled by a paramedic-level (EMT-P) ambulance. Staffing of each paramedic-level ambulance shall be at a minimum of two EMT-Ps per unit. A policy regarding uniforms shall be submitted by the Contractor to be approved by Multnomah County.

L. Driver Training Requirements

All ambulance personnel must complete a minimum of a 16-hour Emergency Vehicle Operations Course. This course must be repeated for a minimum of eight hours every two years. Multnomah County shall give prior approval to the curriculum of the Emergency Vehicle Operations' Course. This course requirement shall apply to all drivers prior to receiving approval as a driver in Multnomah County. All drivers employed by the Contractor upon contract award date shall have one year from the contract start date to complete the Emergency Vehicle Operations' Course. All drivers applying after that date shall be required to obtain training prior to driver certification. Those drivers who do not complete this requirement will not receive driver certification.

M. Dispatch Requirements

The 9-1-1/PSAP at BOEC will handle services for initial requests, notification and dispatching of Contractor and first-responder services. The specifics of the service proposal is defined in the Interdepartmental Agreement between EMS and BOEC.

The Contractor shall also be required to provide a System Status Plan Coordinator, certified as an Emergency Medical Dispatcher (EMD) and knowledgeable about the contractor's System Status Plan. The purpose of the Coordinator is to facilitate the information flow to BOEC relative to available units and to suggest or provide posting locations. The Coordinator will not be responsible for any dispatch duties or for control, management or supervision of BOEC staff. The exact duties, responsibilities and physical location of the System Status Plan Coordinator will be defined in writing at the Bidder's conference. The Coordinator may be located at the BOEC Dispatch Center or at the Contractor's communication center. Should the County's specifications (to be provided at the bidder's conference) allow for an off-site location, the Contractor shall be responsible for establishing a computer interface, meeting County and BOEC specifications, with the BOEC CAD system for accomplishing the tasks required. Staffing may be 24 hours per day, 365 days per year or less as specified at the Bidder's conference..

The onsite coordination or computer interface must allow the contractor to assume the following functions::

- (1) Preparation and updating unit postings and move-ups;
- (2) Preparation and updating posting tables (subject to County approval);
- (3) 24-hour monitoring of ambulance resources to insure compliance with the plan;
- (4) Maintaining a log of communications/dispatch issues needing County attention; and,
- (5) Providing immediate assistance to BOEC staff to ensure dispatch of closest available unit.

The County agrees to provide daily onsite review and oversight of ambulance dispatch issues and to assure early resolution of communication/dispatch issues.

Policies and procedures shall be developed by the Contractor and approved by Multnomah County for the staff and their utilization at the BOEC Dispatch Center.

N. Vehicle and Equipment Requirements

Proposers shall define and defend the minimum number of ambulance vehicles believed to be necessary to fulfill this contract. The Contractor shall provide at least a minimum number of vehicles which is defined as 133 percent of the vehicles required at the peak load of the System Status Plan. All vehicles shall be new at the time of initiation of this contract unless the proposer can supply an acceptable alternate plan. Each vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture. Each vehicle shall have a standard floor plan, approved by Multnomah County, and compatible with type I, II, III KKK models. Each unit should be a Type I, Type II, or Type III model, as defined by the above standards.

Each vehicle should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. Both the floor plan and maintenance program shall be submitted with the RFP response. Each vehicle should have a minimum interior height to allow for multiple patient transports and up to three-stretchered patients per vehicle. Each vehicle shall have markings approved or designed by Multnomah County to include 9-1-1 emergency number advertising. Each vehicle shall meet ambulance equipment standards of the State of Oregon and Multnomah County. All current stock ALS equipment (i.e., drug boxes, shock trousers, radios) shall be supplied at 110 percent of peak-load requests. Proposers shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls.

O. Data Collection and Evaluation Requirements

The Contractor shall be required to complete all forms and data reports required by the County to include field-assessment forms, and standardized data, as well as cooperate and participate in field research as requested including special medical and trauma studies. Data collection requirements shall be completed and submitted on a weekly basis or monthly as specified by Multnomah County. Additionally, reports to the Contract Compliance and Rate Regulation Committee may vary from month-to-month depending on specific issues that need to be addressed. These reports will include: response-time standards in a format proscribed by Multnomah County including the ability to sort by fire district, incidents of unit breakdowns, listing of calls referred to other agencies or to a BLS unit, "Level-0" time, mutual-aid response times, call downgrades or other reports used to determine contract compliance. Standard reports to the Contract Compliance Committee will be for activities of the month immediately prior.

In addition to hard copies, data shall be submitted to the County in computer format, in a manner and format proscribed by the County and compatible with the County's GIS mapping system.

P. Communications Requirements

The EMS radio system is part of a new 800 MHZ trunked system near completion in Multnomah County. The Contractor shall assure that each ambulance unit within the County, shall be equipped with appropriate emergency communication and alerting devices as specified by County. The standard emergency vehicle should include the ability to communicate at all times and locations with the 9-1-1/ PSAP at the BOEC Dispatch Center, (on approved 800 MHZ frequencies), and the ability to communicate with the Medical Resource Hospital, other hospitals, fire responders and public safety agencies.

A Mobile Data Terminal (MDT) and Automatic Vehicle Locator (AVL), meeting County specifications, are required for each responding ambulance. Contractor agrees to purchase the radio, AVL system and MDT as required and allow the City of Portland, Bureau of General Services, Communication Services Division to maintain the equipment. Surplus equipment from existing providers may be available. Additional details on the EMS communication system, dispatch procedures and surplus equipment will be available at the proposer's conference.

Contractor shall be responsible for contracting with the City of Portland for the maintenance of all radio equipment, except HEAR radios and cellular phones. An access fee for the communication system is to be provided for and payable to the City of Portland. The current fee is approximately \$860/unit per year.

It is understood that the rural nature of portions of Multnomah County makes radio communications limited in some locations. Current Multnomah County frequencies are provided in Attachment IV.

Each individual employee and supervisor should have the capability of carrying a pager off-duty for disaster recall or other use. Appropriate and professional radio communications are expected by field personnel.

Q. Multi-Casualty Response

The Contractor shall be required to develop a mechanism for immediate recall of staff for units during multi-casualty incidents (MCI), times of peak overload, or widespread disaster situations. This plan should include the ability of the Contractor to page and alert off-duty personnel.

R. Financial Requirements

Multnomah County expects proposers to establish, in their responses to the RFP, that proposers have a firm commitment to maintain:

1. sufficient financial capacity to commence all services listed in the RFP on or before September, 1995; and,
2. sufficient financial resources to maintain all services for at least the primary franchise period of five years.

It is incumbent upon the proposer to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the proposer :

1. understands and documents all costs associated with the franchise;
2. has documented and supported all revenue sources, and;
3. has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

Documents and required budget formats provided in this RFP are intended to assist with this determination. Failure to provide these documents, in the detail or at the level of documentation required, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the proposer's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g. bonds, letters of credit, etc.) to allow

the County to operate the franchise for a six-month period should a default and takeover occur. Any legal limitation or inability to meet the County standards must be explored by potential proposers and disclosed in the proposer's letter of intent.

Upon award of a contract, the Contractor shall charge only the charges authorized. Adjustment to the charges shall be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first year. All other changes to the rate structure must be approved by the Board of Commissioners through the Contract Compliance and Rate Regulation Committee based on substantial documentation of need. All documentation shall be provided based on a format supplied by the EMS Administration.

Proposers may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as the Contractor is not shifting additional costs to other franchise patients or their payors. Any form of capitation agreement with managed care organization must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third party payors in the area. No alternative pricing proposals will be allowed for the first six months of the contract.

S. Funding of ASA Supervision

County will furnish the state required medical supervision. The estimated cost for the Medical Director is \$177,000. The fee to the contractor will be a prorated share of this amount based upon the number of EMTs employed by the Contractor. This amount is subject to adjustment based on the annual budget process.

The estimated fee to be charged to Contractor for supervision and administration of the ASA contract, and for the quality assurance process will be \$250,000.

Each ambulance must be licensed in Multnomah County. The estimated fee per ambulance is \$500. The budget for the EMS Office is set by the Board of County Commissioners each year.

T. Other Requirements

1. "Move Up and Cover" Requirements

The Contractor shall agree to respond in a "move up and cover" capacity to other service areas outside the County, if so directed by BOEC.

2. Ambulance Plan and Policy Requirements

Contractor must comply with the provisions as specified in the Multnomah County Ambulance Service Area Plan approved by the State. This plan, the

RFP itself, coupled with the State of Oregon's EMS policy and procedures and other "governing law", defines the policy requirements of this contract. For a copy of the Multnomah ASA Plan see Attachment IV.

3. First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the contractor will be expected to document their experience and future program to coordinate with first responder agencies. The Contractor must demonstrate their ability to integrate their service with existing first responder, BOEC and allied agencies. Regular training programs provided by the contractor and scheduled coordination meetings with these agencies are required for rural first responders and may be offered to urban responders. The Contractor must conduct an assessment of medical training of first responders. Based on this assessment and approval by Multnomah County of a training plan, training programs must be provided and must orient to the needs' assessment and be directed towards assisting first responders in meeting medical continuing education standards. Contractor must agree to participate in training on multiple-casualty incidents. All training shall be consistent with County medical control policies. Specific plans with regard to coordination and training must be provided in the response to the RFP.

4. Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within deadline established.

5. Supervision Requirement

Contractor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel at least once every six months. The supervisory personnel shall be in sufficient numbers to provide field evaluation and job supervision. Supervisory personnel will attend regular meetings with the EMS Administration as required.

Contractor shall provide, at a minimum, one (1) field supervisor available in Multnomah County 24 hours a day. This person shall be immediately available and in the field during the peak-load periods of the Systems Status Plan and immediately available to the field during other hours. The supervisor shall be dedicated solely to the Multnomah ASA and shall act as a liaison to the County and related public-safety agencies.

Typical duties shall include, but not be limited to automatic response to:

- (a) incidents requiring two or more ALS-unit response;
- (b) multi-casualty or disaster incidents;
- (c) hazardous materials incidents involving patient care; and,
- (d) life-threatening incidents in immediate area of supervisor at time of dispatch.

Policies, procedures and qualifications of the Field Supervisor must be included in the proposal. Field Supervisor units shall be so configured as to carry additional manpower and equipment as required to serve the Multnomah ASA.

A Field Training Officer (FTO) program is also required. Contractor must supply with their proposal, the proposed policies on the FTO program, including minimum qualifications and specific hiring/promotion policies of the FTOs.

Overall EMS system Contractor medical control and EMT medical supervision shall remain with the County Medical Director.

6. Safety and Risk Program

Proposers shall provide a safety and risk management program which shall at a minimum include:

- a. A safety manual that insures compliance with OSHA requirements.
- b. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect them from danger; and preserve them from loss.
- c. A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- d. A person must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.
- e. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and,
 - (2) physical capacities evaluation.

- f. A driver-safety program that meets or exceeds any state requirements.
- g. A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
- h. A safety committee that meets monthly and involves no less than four employees and is representative of all departments.

7. Support to Search and Rescue Responses

The Contractor shall agree to provide support and respond to Fire Department and County Sheriff dispatch requests for search and rescue (SAR), provided at or above the current level of search and rescue response.

8. Public Information/Education Component

At a minimum, the proposer shall prepare and implement an EMS public information, education and prevention plan for the Multnomah ASA. Proposer shall specify the plan's components but must include: appropriate access to EMS services, prevention, recognition and response to heart attacks, and injury prevention programs. The plan must be provided in the proposer's response to this RFP and demonstrate coordination with programs of first responder and PSAP agencies and shall be approved by Multnomah County.

9. Hazardous Materials Incident Training

Proposers shall provide employees a minimum of four (4) hours annually of continuing education curriculum specifically dealing with hazardous materials response and treatment protocols. Contractors shall stipulate in their proposals a plan for all EMTs to meet the First Responder Awareness level as defined in National Fire Protection Association (NFPA) 472 Standards for Professional Competence of Responders to Hazardous Material Incidents, as well as the Level I competencies as defined in NFPA 473, Competencies for EMS Personnel Responding to Hazardous Material Incidents. In addition, all EMTs shall receive at least four hours refresher training annually to maintain these competencies. Contractor will participate in multi-agency hazardous material drills and local hospitals as required by County. Documentation of such training and drills shall be submitted to the County quarterly.

10. System Requirements

The Contractor will agree to participate in EMS system components required for effective delivery of emergency medical care. Such requirements include paramedic, nurse and trainee ride-a-longs, disaster drills, continuing education programs, even if they are not employees of Contractor. Contractor shall

establish reasonable standards for ride-alongs and other EMS system training opportunities as approved by Multnomah County. Additionally, the Contractor shall provide specific plans for "move up and cover" and multi-casualty response and other training.

11. Helicopter Air Ambulance Services

The County reserves the right to continue to allow helicopter air ambulance services for emergency and non-emergency calls. This includes flights and transportation within the Contractor's primary service area. Multnomah County is considering a plan that would designate helicopter response zones in some rural and frontier areas with the helicopter as the ambulance responder for that area. Such plans will be coordinated with the ambulance provider. The Contractor should comply with all provisions of service that are determined to be in the best interest of patient care.

12. Subcontracts/Legal Entity

A single contractor is required for this agreement. The RFP response may propose a subcontract with another provider, subject to County approval and limited to:

- a. billing;
- b. vehicle maintenance;
- c. up to 15 percent of the unit hours; and,
- d. up to 10 percent of management.

The proposer and each subcontractor shall provide complete financial records as stipulated in this RFP. The contractor and each subcontractor shall also remain fully responsible and liable for all actions as they relate to this contract.

The proposer must be a single legal entity. The proposer shall be formed as a partnership of other legal entities, as a corporation in which other legal entities are shareholders, or as an intergovernmental entity under ORS Chapter 190. If the proposer relies on the prior experience or unit-hour production of a partner, shareholder, or constituent governmental agency for the purposes of meeting the requirements of this RFP, then:

- a. each partner, shareholder, or constituent governmental agency must individually be prepared to guarantee that all of the franchise requirements will be met and be jointly and severally liable for any breach of contract, tort, rule violation, infraction, or penalty imposed;

- b. written documentation shall be submitted that describes the precise nature of the legal relationship of the partners, shareholders or constituent governmental agencies, including an opinion letter from legal counsel, admitted to the Oregon State Bar, confirming the legal validity and enforceability of the agreement;
- c. Other partners, shareholders, or constituent governmental agencies providing any unit-hours of production to the franchise must meet the proportionate experience (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards as specified in the RFP.

All subcontractors providing unit hours of production to the franchise shall document experience at the commensurate level (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards specified in this RFP.

All subcontracts shall include language, to be approved by Multnomah County, allowing automatic assumption by Multnomah County should a County takeover of ambulance operation occur.

SECTION III

"FAIL SAFE" FRANCHISE COMPONENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section III - "Fail Safe" Franchise Components

A. Three-way Lease Requirements

All equipment, new or used, which is used by Contractor in the performance of this contract, whether used for work performed within the primary service area, whether regularly scheduled either full time or part time), as listed in the approved System Status Plan, shall be incorporated into a three-way lease. Radios, MDT, AVL, and other equipment obtained through the City of Portland shall be exempt from the lease. Maintenance of all radio equipment (except HEAR radios, cellular phones and pagers) will be maintained by the City of Portland, Bureau of General Services, Communications Service Division.

Billing and collection hardware and software shall also be included in the Three-Way Lease. As an alternative, the proposer may propose a contract for such services, for no less than six months, which would automatically go into effect in the event of default. The proposer shall also propose a fee for such services should the alternative contract go into effect.

The Three-Way Lease must meet the following requirements:

1. The lessor and owner of the equipment shall be a legal entity independent of the Contractor.
2. The primary lessee shall be the County.
3. Contractor shall sublease said equipment from the County and guarantee payments owed under both the primary lease and the sublease.
4. Primary lease payments owed lessor shall be deducted monthly and automatically from Contractor's payments from the Lock Box Account and paid to lessor by the financial institution operating the Lock Box Account, in accordance with provisions set forth in the Lock Box Agreement, and with provisions of the primary equipment lease and equipment amortization schedules approved in writing by the County.
5. The County's obligation to make primary lease payments shall be limited to the related provisions defined by the terms of the Lock Box Agreement and the primary lease agreement.

6. Both primary lease and sublease take the form of a master lease, with individual equipment items or groups of items set up on separate schedules, so that items may be added to and retired from the leasing program throughout the term of this contract, and the amortization schedule of each equipment item shall not exceed the safe useful life of equipment of that type, as presented by Contractor in its proposal submission.
7. The terms of payment of the primary lease shall be the same as the terms of payment of the sublease.
8. Except for its guarantee of County's primary lease payment obligation, Contractor's rights and obligation under the sublease shall be automatically terminated in the event Contractor is determined in material breach of this contract by the EMS Director. In such event, County's rights and obligations under the primary lease shall not be affected, and County shall have access to and use of all leased equipment so long as the financial institution operating the Lock Box Account continues to make payments owed under the terms of the primary lease.
9. In the event of default by Contractor, the financial institution operating the Lock Box Account shall continue to make primary lease payments with available funds and so long as such payments are being made, County shall have use of the leased equipment. Provided, however, that the terms of the Lock Box Account Agreement shall stipulate that disbursements to the County from the Lock Box Account of funds which, in the absence of Contractor's default, would have been paid to Contractor, shall be subordinate to payments owed lessor under the primary lease agreement. That is, the financial institution operating the Lock Box Account shall make the primary lease payment to lessor each month, prior to making payment owed County. Similarly, so long as no default has occurred, the financial institution operating the Lock Box Account shall make primary lease payments to lessor from money's withheld from distributions owed Contractor, and such payments shall constitute Contractor's payments to County under the subleasing agreement.
10. Original equipment costs, effective interest rates, amortization schedules, end term purchase rights and rights to salvage values of fully amortized equipment, if any, shall be so structured in both the primary lease and the sublease that, should takeover by the County occur, the effective unamortized principle then owed would not exceed the fair value of the leased equipment, the effective interest rate would be reasonable competitive with commercial leasing rates at the time, and County's end-term rights would be consistent with similar commercial leasing arrangements.
11. In the event of takeover by County, all end-term purchase rights and rights to salvage value of retired equipment, if any, shall accrue to the benefit of County.

12. All insurance required by lessor relative to said equipment shall be secured and paid for by Contractor. In the event of takeover by County, County shall secure and pay for its own insurance as required by the terms of the primary lease.
13. Leases to the County shall follow general Multnomah County procedures.

It shall be Contractor's responsibility to arrange for and develop the three-way leasing program as described herein, subject to the approval of County's legal counsel, provided, however, that so long as the leasing program is consistent with the provisions of this subsection, such approval shall not be unreasonably withheld.

In connection with the lease and sublease, Contractor shall establish a reserve fund in an amount acceptable to the County, to be utilized for replacement of vehicle or vehicle chassis.

B. Lock Box Account Required

It shall be Contractor's responsibility to develop and submit for approval by County's legal counsel, an Accounts Receivable Lock Box Account Agreement, hereafter referred to as "Lock Box Account," which meets the various requirements of this Agreement which are applicable to the Lock Box Account. Contractor shall select a local financial institution, acceptable to the County, where the Lock Box Account shall be established, and shall so inform the EMS Director. In general, the Lock Box Account Agreement shall:

- a. Provide for deposit into the Lock Box Account for all payments made by consumers and third party payors for emergency medical services or ambulance services rendered by Contractor within or originating within Multnomah County.
- b. Acknowledge that all outstanding accounts receivable generated for the services referred to in (a) immediately above are the property of the Lock Box Account.
- c. Establish County as the owner and beneficiary of the Lock Box Account and define Contractor's rights to disbursements from the account in accordance with applicable provisions of this Agreement.
- d. Incorporate by specific references the role of the financial institution operating the Lock Box Account in carrying out the various end term provisions, takeover provisions, contingency fund withhold provisions and other applicable provisions of this Agreement.
- e. Provide for retention of sufficient funds from initial Contractor payments and accounts receivable to ensure timely payment of monthly payments

to be made by the financial institution on Contractor's behalf (e.g., equipment lease payments, late run or other specified deductions or deductions for faulty data).

- f. Provide for routine disbursements to Contractor on a daily or weekly basis.
- g. Provide for a practical method of record keeping and reporting designed to allow the County to maintain an accurate accounting of the current status of all outstanding accounts receivable, related to the services described in (a) above, sufficient to allow County to take over billing and collection functions, if necessary, at any time with or without Contractor's cooperation.
- h. Provide a clear audit trail and accounting system for handling collection by Contractor and conveyance to the Lock Box Account of walk-in payments and monies collected by Contractor for inter-jurisdictional transport service.
- i. Provide for payment of Lock Box Account administrative fees by Contractor.
- j. Provide for subordination of specified payment obligations from the Lock Box Account to payments owed by the parties pursuant to the "three-way leasing program."
- k. Provide for payment to the County of all fines and penalties within 30 days of their invoice to Contractor.
- l. Provide for fiscal reports that are prepared on the basis generally accepted accounting principles and procedures.

C. Performance Security Provisions

This procurement is structured to recognize the fact that even a stable entity of good reputation may have difficulty in securing performance bonding for a contract of this nature. For this reason, the County shall require a performance security, provided that the Contractor may furnish such performance security by way of any one of the four methods listed below or by a combination of methods approved by the County.

Furthermore, for breach of contract as defined herein, the Contractor shall be subject to a payment to the County as liquidated damages in an amount separately established and in the Lock Box Account, which amount the parties specifically agree is approximately sufficient to cover most, but not all, of the County's cost of takeover of operations and re-proposing of the contract.

Contractor understands and agrees that, in the event of material breach by the Contractor, the nature of which may endanger public health or safety, the County is required by law and by moral duty to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach, and Contractor is similarly obliged to assist the County in that effort, even if Contractor disagrees with the determination of default.

In addition to the special three-way equipment lease arrangement, the special provisions of the Lock Box Account, and liquidated damages provisions, Contractor shall furnish performance security in an amount of \$500,000 in one of the following forms:

1. Performance Bond

A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the EMS Administration that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

2. Irrevocable Letter of Credit

An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.

3. Cash Deposit

Cash which must be deposited with an escrow holder acceptable to Multnomah County and subject to an escrow agreement approved by Multnomah County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the contractor.

4. Combination of the Above

A combination of the above, acceptable to the County.

Whatever form of performance security is selected by the proposer, the proposal shall indicate the form selected, and shall include full and detailed documentation of proposer's ability to comply with the requirements as planned.

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

notice to County and to three-way leasing company, of the bonding company's intention to cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall be determined a material breach of contract. The performance security shall be adjusted annually based on the Annual Consumer Price Index.

Should a governmental agency proposing on this project be unable to comply with the performance security arrangement due to legal constraints, an acceptable alternative must be proposed along with documentation of the legal constraint. **All such concerns must be raised in the proposer's letter of intent, required in this RFP.**

Failure of the successful proposer to meet these performance security requirements after the successful proposer has been selected, and prior to contract start date, shall result in forfeiture of the award.

SECTION IV
PROPOSAL REQUIREMENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section IV - Proposal Requirements

To ensure that County's comparison of proposals is as fair and complete as possible, all proposal proposals shall employ the following format, including table of contents and number conventions:

A. Required Table of Contents

Each proposal shall be structured to incorporate the following table of contents. Proposals are limited to 200 pages and 200 pages for the appendices. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in the appendix. All proposers shall include page numbers and have major sections tabbed.

Cover Letter

Each proposal shall have a cover letter signed by the authorized representative of the firm or entity, which specifically affirms the proposer's full understanding and acceptance of all terms set forth in the RFP. The letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict-of-interest statutes. The letter must state that the proposal is a firm and binding offer to perform the services stated. If the proposer requires public disclosure of their proposal prior to submission in order to obtain documentation of a firm and binding offer, then the letter shall be submitted within three (3) weeks of the date of submission of the proposal. Failure to meet this deadline will cause the proposal to be considered non-responsive.

1. Credentials and Qualifications

- a. Overview of capabilities
(Complete capabilities questionnaire)
- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

Note: All additional commitments/capabilities shall be separated narratively and associated costs separately identified for each category of response.

2. **Response Time Commitment**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
3. **Level of Clinical Sophistication**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
4. **Quality/Quantity and Replacement of Equipment**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
5. **System Status Plan Coordination**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
6. **Commitment to First Responder Program**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
7. **Initial Coverage Plan**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
8. **Treatment of Local Work Force**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
9. **Patient Charge System**
 - a. Proposed charges

- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

11. Billing/Collection Program

- a. Proposed approach
- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

10. Costs and Revenue

- a. Listing and description of costs
- b. Listing and description of revenue sources
- c. Additional commitments/capabilities

12. Other Financial Statements and Budget

13. Exception Taken to Contract Requirements

14. On-Site Key Personnel, Organization and Management Description

15. Anticipated Performance Security Arrangements

16. Additional Proposal Forms (i.e., Forms A-C)

B. Minimum Standards Specified

It is the intent of this procurement to preserve or improve upon the current prehospital system in every category of service, and to meet or, where possible, improve the quality of service through a qualified proposer. Thus, in each of the first 9 service categories listed on the previous pages, proposer shall describe proposer's capabilities and agree to meet or exceed County's minimum service requirements. Failure to accept County's minimum-service requirements in any service category shall be grounds for automatic disqualification. Minimum service requirements for each service category, plus examples of additional service commitment, are as follows:

1. Credentials and Qualifications

The purpose of the Credentials and Qualifications Section is to provide an opportunity for the Contractor to submit information on the Contractor's organization, management and operational experience.

a. Ambulance Service

Minimum: The questionnaire will be evaluated using the following criteria:

- 1) At least two years' experience as a contractor in providing Advanced Life Support ambulance or first-responder services to populations over 300,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states or other jurisdictions.

Note: All partners, shareholders, or constituent governmental agencies owning or providing service to the proposal shall be required to meet experience or performance standards as stated in Section III of this RFP.

- 2) Demonstrated historical experience and future ability to meet a measurable response-time standard criterion in a population of 300,000 or more for at least the past two years. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- 3) Demonstrate experience providing emergency ambulance experience or ALS first response in a contiguous service area totaling at least 1,500 unit-hours per week.
- 4) Demonstrated commitment to maintaining quality personnel.
- 5) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience implementing medical protocols that exist (as described in this RFP) in this franchise.
- 6) Financial strength, stability, and reputation.
- 7) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.

b. System Status Coordinator

- 1) Demonstrated ability to staff and maintain a System Status Coordinator Position designed to monitor the contractor's System Status Plan at BOEC or as required by County specifications.
- 2) Demonstrated ability to provide a high level of emergency ambulance or first response resource-management performance.

Sample Additional Commitment: Ability to demonstrate successful operation above the scope described in this RFP and/or credentialing by nationally-recognized organizations such as the Commission on Accreditation of Ambulance Services (CAAS)..

c. Questionnaire

The following questions shall be completed and must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of ownership or legal entity (e.g. partnership, corporation, etc.) and list the names and addresses and share of ownership of all owners, shareholders or corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided.
- 4) Provide names and affiliations of all other corporations or entities potentially providing services to this agreement. List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 5) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$5,000.
- 6) Provide a narrative description of emergency ambulance and/or ALS first-responder services, and related services currently provided by the organization.
- 7) Describe the history of the organization's involvement in emergency ambulance and/or paramedic service.
- 8) The proposer and each of its partners or shareholders, must provide letters from each EMS regulatory agency where it operates that state it has been in substantial compliance with all regulations, including response-time requirements if measured by the agency for the last two years.
- 9) List at least three hospital emergency departments and three public safety agencies (i.e., fire department, law enforcement

agencies, park rangers, etc.) with which your organization has worked during the past year and which shall serve as references.

- 10) Describe contracts entered into during the past five (5) years regarding ALS/BLS prehospital delivery of services showing year, type of services, dollar amount of services provided, location and name and address of contracting agency.
- 11) Provide details, if any, of any failure, default, problems or refusal to complete a contract by your organization.
- 12) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service. Explain any medical malpractice suits with a dollar loss (list the actual circumstances and dollar loss) for the last 10 years.
- 13) List any reportable vehicle accidents as defined by state law or insurance company policy that the organization or its affiliates has been involved with, noting circumstances and fault determined. List accident rate per vehicle and per 100,000 miles drive.
- 14) Note worker's compensation losses within the past three (3) years.
- 15) List any commitments and potential commitments which shall impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 16) Endorsements: Contractor may wish to append letters of endorsement specifically related to the organization's current and existing:
 - a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality Assurance/Improvement program effectiveness
 - d) Response time performance
 - e) Communications control center operations
 - f) Vehicle maintenance and replacement program
 - g) Relationships with first-responder contractors
 - h) Organization's local and national reputation as a contractor of ALS service.

Note: Letters of reference/endorsement must include the following:

- a) Be signed and dated by the author.
 - b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the proposer.
 - c) Describe the extent to which the author/organization is familiar with the proposer and the proposer's work/performance.
 - d) Include the author's certification that s/he has read the specific section of your firm's credential submission to which the endorsement is related.
- 17) List your current and planned number of employees using the format below (use separate charts for current and planned):

CATEGORY	FULL TIME	PART TIME	TOTAL
Management			
EMT-Paramedic (EMT-P)			
EMT-Basic (EMT-B)			
EMT-Others			
System Status Coordinator			
All Others			
TOTAL			

Proposers shall define their use of "full time" and "part time." Management personnel shall include personnel scheduled for less than 25 percent of their time in the field.

- 18) Using the format below, document the number of ambulance-unit transports or first-responder responses conducted by your organization in each contract or service area during the past 12 months. Identify each service area served in a separate chart.

PARAMEDIC/AMBULANCE	NUMBER
Code 3 Transports/ Responses	
Code 2 Transports/ Responses	
Other Transports/ Responses	
Backup/ Mutual Aid	
Dry Run	

FIRST RESPONDER	NUMBER
Code 3 Transports/ Responses	
Code 2 Transports/ Responses	
Other Transports/ Responses	
Backup/ Mutual Aid	
Dry Run	

- 19) Supply proposer's turnover rates by category of personnel and define the use of turnover and how it is calculated.
- 20) Supply supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.
- 21) List and state outcomes of any criminal cases or investigations against any officer or manager.
- 22) List and state the outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations.
- 23) List and state the outcomes of any investigations for affirmative action violations.

2. Response-Time Commitment

Response-time performance shall be determined as specified. Late-run deductions (from Lock-Box Account payments to Contractor) shall be in accordance with provisions set forth.

The proposer's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the response. The System Status Plan shall include the number of units on duty by hour and day, the post locations used and the priority of post locations and move ups.

Minimum: Requirements for response time performance on calls originating within the primary service area are: a minimum of 8:00 minutes on 90 percent of all presumptively life-threatening and non-life-threatening emergency calls originating in the Urban area, plus substantially equal performance in the Rural and Frontier areas, as defined. Rural, and Frontier response times, as specified, must be guaranteed.

Sample Additional Commitment: Commitment to substitute the clinically superior standard of 7:00 minutes maximum on 90 percent of presumptively defined life-threatening emergency requests, in addition to County's 8-minute standard, 90 percent response for non-life-threatening emergency requests.

Proposers proposing to exceed the standards must clearly document the research and justification for the change as well as any additional costs to the franchise. Alternative response-time pilot programs in conjunction with ALS first responders will be considered to the extent their merits have been documented and adequate controls placed on outcomes of the pilot study and on overall performance.

3. Level of Clinical Sophistication

The initial level of clinical performance required under this procurement shall be that level which is proposed by the winning proposer. Vehicles and crews furnished to perform any ambulance service under this procurement shall meet these requirements. Offers of above-minimum performance levels may, at proposer's option, allow for a transition period of training and upgrading, provided standards at start up meet or exceed current system standards. Levels of increased clinical sophistication must document that an improved level of care or overall system enhancement will occur. Proposer's offered level of clinical performance shall be specified by responding to each of the following items:

a. Personnel Qualifications

Minimum: The personnel which make up every ambulance crew shall meet the State of Oregon and Multnomah County requirements for licensure and certification. Two EMT-Ps are required for each ambulance.

Sample Additional Commitment Offerings: Senior paramedics shall be ACLS, BLS, PALS instructor or other appropriate credentialing and field training officer status .

b. **Wage, Benefit and Compensation Package**

Multnomah County encourages proposers to demonstrate how their wages, benefits, shift schedules and expected productivity will attract and retain experienced personnel. The contractor shall devise a wage and benefit package to encourage personnel to remain with the system to reduce the turnover rate. Compensation packages will be evaluated to insure personnel wages and benefits will not become the variable to lower system costs.

Should legal requirements preclude the "portability" of retirement benefits, the Contractor shall offer a benefit that is fully vested within the contract period of five (5) years.

Minimum: The minimum wage for a starting EMT-P shall be no less than \$25,110 annual salary. Part time minimum salaries shall be at the commensurate annual rate. (Note: This is not to prohibit innovative schedules or shift arrangements but rather to describe the total annual salary.) System Status Management Coordinator shall be compensated commensurate for the dispatcher market in the greater Portland area but the rate shall be no less than 15 percent below the EMT-P. Retirement or savings programs offered should be structured so as to produce identical financial consequences for the employee who, after a future proposal cycle, elects to remain in the Multnomah County system (employed by a new contractor) versus relocate to another of Contractor's operations. Note: Wage and benefits are significant areas of review for this RFP. At a very minimum, the proposer shall provide a specific personnel plan including the following materials:

- 1) Promotion plans/retention program
- 2) Wage, salary and benefit packages and schedules including:
 - (a) Medical and Dental Insurance
 - (b) Paid leave
 - (c) Life Insurance
 - (d) EAP program
 - (e) Retirement program
- 3) Supervisory ratios
- 4) Job descriptions
- 5) Hiring standards
- 6) Volunteer program integration
- 7) Personnel policies

- 8) Scheduling patterns
- 9) OSHA/safety program

Sample Additional Commitment Offering: A wage/benefits program allowing field paramedics with extensive experience to earn income equivalent to middle management personnel - thus allowing long-term clinical gains to be preserved, and attrition to be reduced.

c. **Workforce Diversity**

All proposers must submit evidence that there is in place a plan, consistent with currently applicable Federal, State, and local laws the regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the time lines anticipated. Diversity in this context includes establishing opportunities for women and minority EMTs.

d. **Preference to Incumbent Paramedics and EMTs**

When employed by Contractor, EMT employees of the current ambulance providers who work in the Multnomah ASA shall suffer no decrease in seniority, wage or benefits accrued and, within the constraints of current labor regulations and other legal conditions, maintain wage. Any replacement contractor must put the employee on the scale so as to provide for no loss of current pay and shall allow for all newly hired EMTs to receive wages that are in parity with other EMT's within the organization.

d. **Workload Management and Scheduling Practices**

The proposer shall normally schedule so as to provide EMTs at least eight hours of rest between regularly scheduled shifts. Regularly scheduled shift shall be defined as not greater than any 24-hour period. 24-hour shifts are not currently the practice in Multnomah County. Therefore, regularly scheduled 24-hour shifts shall require specific justification in the proposal on issues such as workload, staff-fatigue and costs.

e. **Training Programs**

Minimum: Contractor shall furnish, in-house or by County approved subcontract, an in-service training program plan which will allow field personnel to meet the State of Oregon recertification requirements. Specific public education plans as specified in Section II, page 27 of this RFP shall be stated.

Sample Additional Commitment Offering: An in-service program capable of meeting recertification requirements, with additional emphasis upon subjects directly related to the outcomes of the local medical audit process. Clearly documented public education programs linked to specific Multnomah County epidemiology as it relates to EMS.

f. **Quality Assurance/Improvement Program**

The proposer shall prepare a quality assurance/improvement plan meeting all of the industry standards of the quality improvement movement in the health-care industry. The plan shall describe:

- (a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (b) continuous learning and development of staff;
- (c) service to all internal and external EMS contractors and customers; and,
- (d) willingness to participate and contribute to the regional Continuous Quality Improvement (CQI) process when developed.

Additionally, this program shall include, the following elements:

(1) Quality indicators

For a sample of quality indicators please see Attachment VI.

(2) Patient Rights

The proposer shall include a policy on the client/patient rights, which shall provide, at a minimum, the following to patients:

- (a) fast, effective medical treatment and transportation to a facility of their choice, regardless of ability to pay;
- (b) full information regarding the treatment needed with the right to refuse any treatment or service;
- (c) full explanations of bills about which the patient has questions;

- (d) confidential treatment of medical records;
- (e) listen to patients during transport or later and answer all questions promptly;
- (f) bill insurance or third-party payor as part of the service to the patient; and,
- (g) retention of patient records and patient access to their records.

(3) System Status Plan Development/Implementation

Describe the proposed quality assurance/improvement program for the System Status Plan Coordinator, which shall at a minimum, include that the proper unit deployment objectives are met.

- (4) Customer Service Standards
- (5) Performance Standards
- (6) Clinical Standards
- (7) Research

g. **On-Board Equipment/Supplies/Medications**

Minimum: All vehicles shall carry equipment, supplies, and medications sufficient to meet State of Oregon and Multnomah County licensing requirements for all ALS ambulances. (133 percent of peak load for vehicles and 110 percent of peak load for equipment).

Sample Additional Commitment Offering: Such additional equipment, supplies, and medications that exceed State standards as proposer shall be familiar with in other operational settings, consistent with proposer's offered medical protocols. Proposer must demonstrate that the additional equipment will aid and/or improve patient care. Brand names, quantities, and packaging arrangements shall be specified.

h. **Medical Protocols**

Minimum: Medical protocols (e.g. County medical protocols) currently in use. (Copies available from Multnomah County EMS)

Sample Additional Commitment Offering: Proposer may offer more extensive, more detailed, or a more detailed process to evaluate operational protocols with which proposer believes are relevant and appropriate for Multnomah County, these protocols are subject to State of Oregon and Multnomah County approval. Proposer may not offer medical protocols that are not approved by the medical director or current County protocol. All proposals shall meet the pilot program requirements listed in Section II, Page 14 of the RFP. Past performance, willingness and approach to enhancing coordination and regionalization of EMS medical quality review may be provided.

i. **Multi-Casualty**

Services proposed by the proposer shall be discussed in this section.

j. **Driver Training**

Driver training program shall be defined.

4. **Quality, Quantity and Replacement of Equipment and Maintenance Plans**

In this section, proposer shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, proposer shall stipulate the policy which shall govern, throughout the term of the contract, fleet size as a percentage of maximum scheduled peak load unit coverage requirements for the then-current primary service area.

Minimum: Proposers shall specify and initially furnish a minimum number of fully equipped units, and shall propose a policy of maintaining a fleet size not less than 133 percent and an equipment inventory of not less than 110 percent of maximum scheduled peak load unit coverage.

Sample Additional Commitment Offering: Larger initial fleet size or higher quality of equipment; higher percentage fleet size policy; extensive modifications to ensure reliability; early scheduled replacement policy; larger inventory of backup on-board equipment.

Note: In evaluating proposer's proposal, County recognizes that a larger initial fleet size and/or a higher percentage fleet size policy does imply more extended useful life expectancy projections - e.g., more equipment used less often wears out slower than less equipment used more often.

5. System Status Plan Coordinator

Proposer's initial plan for staffing and operating the contractor's EMS System Status Plan Coordinator position at BOEC shall be furnished, along with training, in-service training, employment prerequisites for the position and planned compensation package for system status management personnel. Anticipated system status management methods shall be briefly described.

Minimum: All EMS System Status Plan Coordinator positions shall be knowledgeable of the System Status Plan and shall be certified as EMDs.

Sample Additional Commitment Offering: All System Status Plan Coordinator personnel may be EMT-B or EMT-P or former certified EMT-Ps or received specialty PSAP training.

6. Commitment to First Responder Program

In this section, proposer shall detail its intentions regarding involvement in and support of BOEC, the fire department's and other department's (e.g. police, park ranger) first-responder programs. Contractor shall describe a methodology of integrating its services with first-responder agencies including fire departments/districts, police agencies park rangers and 9-1-1/PSAPs. Specific plans must be submitted with priorities to objectives. Training schedules and methodology of assessing first responder training needs must be described. Commitments for ongoing liaison with the agencies must also be stated.

Minimum: Proposer shall specify plans for integrating with the first responder agencies as defined as a minimum in Section II, page 24 of this RFP. Contractor shall restock or pay for restocking first-responder medical supplies used in response to emergency medical call with the exception of pharmaceuticals. Contractor shall supply automatic defibrillators to rural first responders. Proposer shall demonstrate a commitment to provide billing assistance for first responder fees. At a minimum, proposer shall quote a fee for billing first responder fees and a method for how those fees would be charged and a procedure for payment of fees to first responders, if requested by first responders.

Sample Additional Commitment Offers: Commitment to furnish all first-responder training; offer to provide advanced first-responder training. Assistance with first responder CQI in coordination with regional CQI.

7. Initial Coverage Plan

Contractor shall meet or exceed its offered initial coverage plan for the first three months of this contract. Such plan shall employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Proposer shall specify the minimum, weekly unit-hour coverage to be initially employed.

Sample Additional Commitment Offering: Proposer may commit to reducing unit-hour coverage only after response-time performance has exceeded minimum requirements for a stated number of consecutive months. Proposer may include time-of-day/day-of-week unit-hour coverage plans. Proposer may request a "no waiver" on penalties during the Initial Coverage Plan (first 3 months) or any portion therein, as listed under Section II, "Waiver of Penalties/Grievances."

8. Treatment of Local Work Force

Proposer is urged to make reasonable efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new ambulance system, to the extent positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the work force should be detailed.

Minimum: Incumbent paramedic personnel shall be offered reasonable employment opportunity.

Sample Additional Commitment Offering: Currently employed EMTs shall be offered initial employment and training assistance plus plans for initial upgrading of clinical performance include special in-house training of existing personnel to allow them reasonable opportunity to acquire additional skills required in the new system; a special training and testing program shall be made available to those who need it to prepare for the State of Oregon's recertification.

9. Patient Charge System

Patient charges are an expected element of the proposal. In this section, proposer shall outline their premise for defining charges as proposed in their response to this RFP. All fees proposed, must be detailed using the assumptions listed below, and all budgetary data required in Number 11, page ____ of this RFP must be based on these assumptions. Multnomah County requires all responders to use the same assumptions to allow equitable comparisons among the proposals.

Minimum: The proposed fixed fees shall be defined and justified. Proposers must make their projections based on the following assumptions:

MULTNOMAH COUNTY Emergency Service Demand (actual and projected)			
Year	Population Estimates*	Emergency Calls**	Emergency Transports**
1992	605,000	36,415	21,388
1993	615,000	39,045	22,869
1994	618,645	39,276	23,005
1995	622,290	39,508	23,140
1996	629,511	39,966	23,409
1997	636,733	40,425	23,677
1998	643,954	40,883	23,946
1999	651,176	41,342	24,214
2000	658,397	41,800	24,483

Source: Multnomah County EMS Office/ PSU, Center for Population Research and Census.

* 1992, 1993, 1995 and 2000 population projections taken from Bureau of the Census.

Other pop. projections are the Abaris Group's estimates based upon 1993, 1995 and 2000 populations.

** 1992 and 1993 call and transport numbers were furnished by the Multnomah County EMS Office.

The following call and transport estimates are based upon County population growth.

- a. **Number of calls/transport:** The number of calls/transport is provided for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by Multnomah County. Please see the following table for the number of call/transport.
- b. **Mileage:** The mileage rate to be charged to patients is set at \$9.00 per loaded patient mile. An average of 2.5 transport miles shall be assumed for the budget required below.
- c. **Base Rate:** An all inclusive ALS and separate all inclusive BLS base rate is required. No itemized billing for transports beyond the mileage will be allowed. Proposers must propose a non-transport fee for circumstances where services are requested, and provided but the ultimate transportation refused. Specific protocols should accompany the proposal.

Assume all ALS services and therefore all ALS charges.

- d. **Assignment:** All proposers must agree to accept assignment from Medicare and Medicaid. As an alternative, proposers may agree to write off non-paid Medicare balances (where permitted by Medicare policy) where hardship circumstances apply. Appropriate policies to this effect must be included.

e. **Membership Programs:**

Membership programs may be approved by Multnomah County. Responders wishing to offer this alternative service shall provide the following information within their proposals.

- Estimated membership data
- Estimated increase in the number of transports and calls arising from the membership program, above the base estimates provided in paragraph a. above.
- Proposed membership rates
- Estimated membership revenue
- Estimated additional costs arising from the membership program. At the least, the effect of a membership program on the number of transports and calls shall be discussed. Additional costs arising from a membership program will be estimated consistently with the format presented in number 11, page ____ for operations without a membership program. Additional costs for maintaining membership roles, marketing memberships, and for billing and processing renewals shall be included.

The net effect of membership revenue shall also be considered during future rate increase request.

A well defined charge system which assures no "overcharging" and provides a charge reduction during the contract term if revenue exceeds projection or if costs are reduced while still maintaining performance standards is required.

Sample Additional Commitment Strategies and experience for costing and charging under healthcare reform proposals without requiring "cost-shifting" should be documented.

10. Billing/Collection System and Services

In this section, proposer shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- a. System shall generate and electronically bill Medicare and Medicaid statements.
- b. System shall handle third-party payors, private-pay patients, special contracts, DRG transports, and other special arrangements.
- c. System shall monitor use by and handle special accounts for membership program participants (if applicable).
- d. Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- e. System must be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- f. System must provide daily, monthly and annual reports which furnish clear audit trails including, details of payments and adjustments experience and Lock Box Account reporting requirements.
- g. System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- h. System shall support monitoring of employee accuracy and completeness in gathering required operations.
- i. System shall facilitate updates of account type, addresses, and other pertinent patient and third party payor data.
- j. System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:

- Assignment of followup based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third party payments and other reimbursements.
- k. Contractor shall utilize a Lock Box Account for all collections related to this contract, subject to approval by Multnomah County. All documents generated by the billing system will state that payments will be sent to this lock box. Account activity shall be reported to the County monthly.
- l. System shall exclude on-scene collection. Contractor shall specifically agree that on-scene collections are prohibited.

In addition to these minimum billing and collection system requirements, responders shall include in this section a description of their experiences and capabilities for operating in a managed care or capitated environment. This description will focus on their billing and collecting procedures in these environments.

Sample Additional Commitment Offering: Include a brief discussion of the billing functions organization, type of staff, position descriptions, data backups and fail safes, relationships/procedures between office personnel and field personnel regarding problem solving, methods of obtaining required physician authorizations, primary data collection instruments (e.g., trip-ticket form), use of electronic or tape billing, integration with general ledger, use of data system to support medical audit process, use of data system to equalize paramedic's work load levels, and reports/analyses used to fine-tune system-status plans and equalize performance among neighborhoods; procedures specifically designed to identify patients without insurance coverage but who truly needed service and cannot reasonably be asked to pay; policies designed to reduce system abuse; policy/tracking mechanism for identifying third party liability and other alternative reimbursement sources, including training of staff for such specialized service. If responder has offered a membership or enrollment program, describe how the billing system will implement collection from these accounts. Describe procedures for all specialized, non-standard accounts.

II. Cost and Revenue Forecasts

In this section all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all proposers, the County requires that information be provided in a consistent format and with the same levels of completeness and detail.

The County requires all proposers to present budgets as if the organizational unit providing services described in this RFP is financially self-sufficient. That is, if the service provider is part of a larger organizational unit, costs reported in this proposal must include appropriate shares of the administrative cost of the larger organization. If the parent organization (private or public) provides specific services necessary to complete the activities required in this RFP, related costs must be included in the proposed budget. For example, if billing activities are conducted from a home office and not at the local site, the proposed budget must still include costs necessary for operating the billing system required by this RFP. In addition, proposers must describe the procedures for distributing support service costs from a home office or umbrella organization to the emergency medical services defined herein.

All revenue source must likewise be fully described. The County assumes that patient care fees will be a major component of franchise financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in Section 9, and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budget, and must explain how these revenue sources will change as a result of this commitment.

For purposes of this proposal, all home office or umbrella organization costs that are not expected to be recovered from fees must be treated as a revenue contribution to the franchise, in amounts equal to the costs not recovered from patient fees. This section shall include documentation supporting the parent organization's commitment to continue providing this indirect or in kind support over the life of the franchise, at least to the extent this in kind support is identified as franchise revenue.

Responders are required to include proforma financial statements for the first five years after franchise award. These include annual income statements, working capital statements, and ending balance sheets. Data included in these projections shall be based on the forecasted expense and revenue detail as described below, and will include all fixed asset acquisitions anticipated during the contract term. For purposes of comparability, responders are required to use an annual inflation rate of 4 percent of preceding year costs (for both operating expenses and capital outlay), compounded when necessary. Successful proposers are expected to show at least break-even results over the five-year forecast. Also, detailed quarterly cash-flow projections for this period must be

included, based on an assumption of a 120 day delay between providing services and collections.

The format and detail for these proforma projections must be consistent with the information required from past periods. All statement items required in that section (at least) shall be presented in the pro forma statements, except that cash flow projections need be prepared only quarterly.

All non-cash expenses (e.g. depreciation) and non-expense cash disbursements (e.g. fixed asset acquisition or debt service) shall be reconciled to these proforma statements by adequately documented supporting schedules. These schedules shall include data such as useful life, residual values, interest rates, etc. Note that all proposers must include annual depreciation costs on all fixed assets used for the franchise, even if using governmental accounting. Fixed asset purchases and financing must be presented on the cash flow schedules and working capital proforma statements.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the franchise. Costs must be complete, including all umbrella or parent organization costs that the franchise would have to bear if it were totally independent financially. Cost efficiencies arising from the parent organizations are acceptable if explained and if the procedure for determining the franchise's share of parent costs are detailed.

Proposers must describe all revenue sources (direct and in kind) and document the sponsoring organization's commitment to franchise financing (if any) and the legal authority to continue this commitment throughout the term of the contract.

Proposals shall submit cost and revenue data using the formats presented on the following pages.

Optional Responder Commitments: Include existing budget documents that identify source of cost estimates. Cost-efficient strategies can be presented. Capabilities and experience in managed care environments may be described, including anticipated changes as managed care becomes more predominant in health care. Existing or planned quality improvement programs, case management strategies, and capitation alternative shall also be described. Alternative revenue strategies, including optional membership programs, shall be presented.

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
Number of Responses/Transports			23,140	23,409	23,677	23,946	24,214
<u>I. Cost Category</u>							
A. Personnel/Fringes							
Administrative							
Clerical							
Field Personnel							
System Coordinator							
Overtime							
Other:							
Fringe Benefits							

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
B. Non-Personnel							
Accounting							
Contracted Services							
Depreciation							
Equipment							
Legal							
Rent - Equipment							
Rent - Building							
Supplies (Non-medical)							
Supplies (Medical)							
Telephone							
Training							
Travel - local							
Uniforms							
Utilities (Electrical, Gas, etc.)							
Fees to County EMS			300,000(est.)	312,000(est.)	324,480(est.)	337,459(est.)	350,958(est.)

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
Other Non-personnel _____							

C. Capital Replacement							
D. Other Capital Budget							
E. Taxes							
F. Indirect Services (list)							

II. Revenue Category							
Patient Charges							
Other: _____							

- Note: 1. All expense items shall be supported by schedules justifying the anticipated amounts needed. For example, personnel budgets must be backed by schedules listing each position, annual hours, salary, etc. Fringe benefits estimates shall be based on cost per employee for each item of coverage. Other expense items shall be justified as appropriate.
2. All expenses, both direct and in kind or indirect, must be listed.
3. Costs dependent on number of calls must be based on the supplied call volumes.
4. All field staffing costs, including standby staff with primary responsibility for emergency ambulance functions, must be presented in detail.
5. Changes in revenue sources and amounts anticipated to meet the needs of the franchise shall be specifically identified and referenced.

12. Other Financial Statements and Budget

In addition to the budget supplied, a complete set of financial statements for the current and proposed operation shall be provided. Audited financial statements of the proposer's current financial status and immediate past two years preceding the date of this proposal by three months, shall be provided including the accountant's footnotes, if provided with the original audit. Reviewed statements as defined by the American Institute of Certified Public Accounts (AICPA), may be provided or other appropriate statements on current financial position specific to emergency medical operations appropriate for public agencies as defined by the Government Accounting Standards Board (GASB). Note: Reviewed statements shall be subject to the limited interpretation that the statement offers. All financial documents should include at least the following:

a. **Current financial status (all entities):**

- (1) Balance sheets;
- (2) Profit and loss statements or statements of revenues, expenditures, and changes in fund balance for entities employing governmental fund accounting;
- (3) Statement of changes in financial position;
- (4) Last completed year's cash-flow analysis (shown monthly), for existing ambulance operations only
- (5) Aged account receivables for ambulance revenues, and for other revenues expected to support ambulance services (if available)
- (6) Listing of any loans to officers (business, personal or both, etc.)
- (7) Any lines of credit over \$3,000, with maturity, interest, annual payments identifying source and contact address
- (8) Specific information broken down as follows:
 - (a) Current assets
 - (b) Inventory value
 - (c) Accounts receivable (if available)
 - (d) Value of fixed assets
 - (e) Value of miscellaneous assets
 - (f) Total assets
 - (g) Current liabilities
 - (h) Long-term liability
 - (i) Total debt

- (j) Total liabilities
 - (k) Sales
 - (l) Credit Sales
 - (m) Net profit after tax
 - (n) Account period (days)
- (9) Briefly describe accounting billing system, and payroll system
- (10) Describe and federal or state tax liabilities other than current payroll obligations

Note that the last audited General Purpose Financial Statements, as described by the Governmental Accounting Standards Board, and complying with generally accepted accounting principles, contains sufficient information to meet requirements (1), (2), and (3) above, for organizations using governmental accounting.

All proposers should be aware that the documents requested will serve to confirm the soundness of their current financial position. The County's intent is to award the franchise only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed above will automatically cast doubt on the financial expertise and soundness of proposers.

B Financing:

(1) Capital Financing:

Proposer shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations. It is the proposer's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the sponsoring agency, if appropriate. Possible sources include:

- (a) Contribution from sponsoring organization;
- (b) Balance sheet, as per the last audited statements, plus interim statements showing the net income and explaining significant differences in net income from the last two audits. If the last audit is over one year old, interim statements showing current year income must be provided.
- (c) Executed loan agreements with all financial institutions;

- (d) Executed loan agreements or other equity agreements with private sources including disclosure of liabilities which might arise from the agreements; and,
- (e) Irrevocable letters of credit with demonstration of their reliability (e.g. copies of previous lines of credits with historical draw downs documented.)

If revenues from sources other than the franchise operation is included in the projections, proposals must include sufficient documentation to justify the projections as reliable. For example, if non-emergency transport revenue is forecast, the County may recognize this as a source if documentation of the rates and units of service is provided and if the projections are directly related to the supporting documentation.

Services provided by the parent organization, owners, partners or any other party must be included as a specific item of expense on the budget and as a revenue item under the category "Support services provided". If these services are material in amount, proposers will need to demonstrate in their proposal that the service contractors will be in a financial position to continue these services in the future.

(2). Inflation Adjustment:

During the term of the franchise, the contractor shall be allowed an opportunity for annual inflation adjustments to the base and mileage rates to be effective one year after the beginning of the franchise. No later than 60 days prior to each such adjustment date, the County shall determine the percentage rate of inflation of the national (U.S. City Average) Consumer Price Index (CPI) over the most recent 12-month period of which published figures are then available and the contractor may, at its option, increase its rates equal to or less than the average of the following (CPI) factors:

- . 45 percent of the CPI-Transportation Index;
- . 45 percent of the CPI- Medical Care Index; and,
- . 100 percent of the CPI All Items

(3) Enhancements:

The costs of system enhancements over and above the requirements listed in this RFP shall be specifically identified. This will allow the County to evaluate both the service and financial consequences of proposers proposed enhancements and to render an appropriate decision.

13. Exceptions Taken to County's Contract Requirements

In this section, proposer shall either: stipulate that no exceptions are taken to County's proposed contract requirements; or, list, thoroughly describe and defend each exception taken. Proposers are required to proposal the RFP standard and propose an alternative if there is need to consider special circumstances.

14. On-Site Key Personnel, Organization and Management Description

Minimum: Proposer shall include job descriptions and resumes of the on-site and off-site management team, operations managers, System Status Plan Coordinators, in-service training manager, maintenance manager, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this franchise area. The qualifications of the key management personnel are a significant consideration for review of this section.

Sample Additional Commitment Offering: Resumes may be included for all on-site lower, upper and middle management personnel.

15. Performance Security Method

Proposer shall describe in detail its intended method of satisfying County's performance security requirements as identified in Section III of the RFP.

16. Additional Forms

Forms A, B (1 and 2) and C included in this Request for Proposal, shall be completed and included in this section for each corporation and all its DBAs.

C. Contract Provisions

The proposed contract is provided in Attachment V of this RFP. Exceptions to this contract, if any, shall be stated in the appropriate section of the response by the proposer. County reserves the right to make further refinements to the contract.

FORM A

AFFIRMATION STATEMENT

In submitting this proposal/offer, _____ hereafter referred to as "Contractor," hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Contractor certifies the completeness and accuracy of all information contained in Contractor's response to the RFP and supplied to Multnomah County during the proposal process.

Contractor's proposal, constitutes a firm and binding offer by Contractor to perform the services as stated, including the terms of the proposed contract (unless otherwise excepted).

Contractor further affirms that Contractor will meet or exceed proposal specifications unless exceptions have been specifically noted in the proposal.

Date

Proposing Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE)

ss

County of)

On this ____ day of _____, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B¹

INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced ambulance service to Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by Multnomah County or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that Multnomah County, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Individual Name

ACKNOWLEDGMENT

STATE)

ss

County of)

On this ____ day of _____ 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B²

INVESTIGATIVE AUTHORIZATION - ENTITY

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Multnomah County's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

FORM B²- continued

(INVESTIGATIVE AUTHORIZATION - ENTITY)

ACKNOWLEDGMENT

STATE OF)
 ss
County of)

On this ____ day of _____, 1995, before me appeared _____ to
me personally known, who being by me duly sworn, did say that he/she is the _____ of
_____ and that said instrument was signed in behalf of said entity by authority
delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year
lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM C

REQUEST FOR VERIFICATION OF DEPOSIT

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF)

ss

County of)

On this ____ day of _____, 1995, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM C
REQUEST FOR VERIFICATION OF DEPOSIT

Depositor: Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. The form is to be transmitted directly to Multnomah County and is not to be transmitted through the applicant(s) or any other party.

COMPANY NAME _____

To be Completed by Depository						
Deposit Accounts of Applicant(s)						
Type of Account	Account Number	Current Balance	Average Balance for Previous Two Months	Date Opened		
		\$	\$			
		\$	\$			
		\$	\$			
		\$	\$			
Bank Card Accounts of Applicant(s)						
Type of Bank Card	Account Number	Current Balance	Average Monthly Payment	Expiration Date		
		\$	\$			
		\$	\$			
Loans Outstanding to Applicant(s)						
Loan Number	Date of Loan	Original Amount	Current Balance	Installments	Secured by	No. Late Payments
		\$	\$	\$ per		
		\$	\$	\$ per		
Please include any additional information which may be of assistance in determination of credit worthiness. (Please include information on loans paid-in-full in loan section above.)						
Signature of Depository			Title			Date

PERFORMANCE REQUIREMENTS

SECTION V

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section V - Performance Requirements

A. General Overview

The County owns or serves as primary lessee for the vehicles and on-board equipment and the accounts receivable trust account. It is the County's responsibility to:

- . Conduct periodic proposal competition to select and contract the system's service contractor;
- . To review and approve the rates charged by the Contractor;
- . To annually present (as needed) rates to the Board of Commissioners;
- . To review and approve contractual commitments made by the Contractor when such commitments would extend beyond Contractor's current contract cycle;
- . To review and approve equipment lease/sublease arrangements presented by the Contractor; and,
- . In the event of default, to take over and manage all operations until a new Contractor can be secured through a new competitive proposal process.

All day-to-day operations, including system-status management, field operations, billings, collections, purchasing and other operational functions are actually carried out by the Contractor, with routine disbursements to the Contractor from the Lock Box Account in accordance with agreement provisions. In addition to system monitoring and quality assurance, the greatest concentration of County activity occurs during competitive proposal cycles.

The Contractor maintains their central facility and all equipment, hires/fires and provides or arranges for in-service training of all field personnel, proposes and provides justification for rate changes, manages all billing and collection functions, provides reports to the Contract Compliance Committee as requested, cooperates with and responds to the EMS Administration and the County medical control protocols committees on matters related to patient care, and generally manages all aspects of the ambulance system's operations.

As compensation for services rendered, the Contractor receives:

- . Benefit of first-responder services (as available);
- . Market rights as defined in County's RFP "Special Provisions";
- . The option of carryover of amortized costs of certain equipment items into future contract cycles;

- . Cooperation from County in demonstrating Contractor's capabilities to other potential buyers;
- . Income from fee-for-service revenues; and,
- . Potential for contract extension(s) as defined in this RFP;

Payments made to the Contractor from fee-for-service collections are made automatically from the Accounts Receivable Lock Box Account in accordance with the Lock Box account agreement provisions. Thus, once the system is in place and so long as rates, billings, quality of service and response-time performance remain consistent with contract requirements, the entire business structure, in effect, "runs itself," requiring only periodic monitoring to ensure compliance. Should problems develop, mechanisms are provided to allow the County to effect corrective action as appropriate, even to the extent of a total takeover of Contractor's operations should such dramatic action be justified.

B. Contractor's Performance Requirements

The level of clinical response time and financial performance expected by the Contractor can be characterized as follows: clinical performance delivered in accordance with response-time requirements that are measurable with services that are appropriately charged for. On-board equipment and supplies should be upgraded from time to time throughout the term of the contract. Equipment maintenance expectations are high. The system is designed to achieve and maintain high performance standards. Efforts to upgrade and improve service must be pursued by the Contractor.

1. Performance Required

This procurement will result in a performance contract. That is, while the County is interested in a proposer's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and so forth, the County is more interested in the successful proposer's actual performance. That performance shall be summarized as follows:

- a. An appropriate System Status Plan Coordinator Position/ Function must be maintained.
- b. An appropriately staffed ambulance personnel response within response time limits (see Section II) as established by the County.
- c. Clinical performance shall be consistent with current County medical standards and protocols.
- d. The conduct of personnel shall be professional and courteous at all times.
- e. Patient charges for services shall be at the approved rate structure.

The result-oriented nature of this procurement cannot be overstated or overemphasized. A procurement of this nature shall be considered highly desirable

both to providers which have already demonstrated the ability to produce performance of this caliber, as well as to well-meaning providers desirous of the opportunity to demonstrate such capability. The County recognizes that some providers may be clearly qualified by current performance to perform this work, while other companies may be apparently capable of performing the work but without a substantially analogous track record. Still other companies may be desirous of developing the apparent capability but do not necessarily possess that capability, even hypothetically, at this time. The County is also aware that even the most diligent good faith effort by the best intentioned provider may fail to produce the required performance results, especially if that provider has no directly comparable successful prior experience in the delivery of the required performance levels.

Even with these considerations, performance results are required under this procurement. An entity that fails to perform will be replaced promptly.

2. Not a Level-of-Effort Contract

The proposal may include a description of vehicle-coverage plans, basing modes, and on-call crew provisions, estimated by the proposer to be sufficient or even in excess of that necessary to meet the required performance standards, for acceptance by the County of the proposer's proposed level of effort. In accepting a proposer's offer, the County neither accepts nor rejects a proposer's level-of-effort estimates; rather, the County accepts the proposer's promise to employ the estimated level of effort or any other greater or lesser level of effort as necessary to the achievement of the clinical and response time performance results required hereunder.

3. Expertise and Judgment

Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the various methods to be employed to achieve and maintain the performance required under this procurement. Compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters comprise each entity's own strategies and tactics for getting the job done well. The County recognizes that different entities may employ different methods, perhaps with equal success. By allowing each proposer to select, employ, and change its management methods, innovation and improved efficiency without sacrificing performance may be accomplished by the proposer.

4. Primary Responsibilities of Contractor

The list provided below identifies primary responsibilities of the Contractor. The list should be considered illustrative of primary responsibilities only, and should not necessarily be considered complete. Numerous ancillary and support functions are also the Contractor's responsibility, such as compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control and numerous other functions. Primary responsibilities of the Contractor include:

-
- a. Contractor employs and manages all ambulance system-status coordinator personnel.
 - b. Contractor provides or contracts for employee in-service training.
 - c. Contractor provides or contracts for equipment maintenance.
 - d. Contractor furnishes all fuel, lubricants, repairs, initial supply inventory and all supplies (except those supplies replaced by hospitals).
 - e. Contractor prepares, monitors and updates the System Status Plan.
 - f. Contractor develops, negotiates, and maintains hospital/ ambulance coordination policies, patient equipment "exchange" policies, equipment rotation program, hospital post relationships where appropriate, and maintains good working relations with all other health care contractor organizations and personnel.
 - g. Contractor maintains good working relationships with all first responder and PSAP organizations to ensure continued support.
 - h. Contractor secures new or replacement ambulance post locations as Contractor determines necessary.
 - i. Contractor maintains good working relationships with area 9-1-1/PSAP, fire and law enforcement agencies.
 - j. Contractor markets transfer work and other ancillary services to improve system efficiency and to enhance the system's disaster response capacity.
 - k. Contractor ensures courteous and professional conduct of office personnel, and field personnel at all times.
 - l. Contractor maintains neat, clean, and professional appearance of personnel, equipment and facilities.
 - m. Contractor works out mutually beneficial support agreements with neighboring ambulance services, subject to approval by the County.
 - n. Contractor promotes and maintains good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints.
 - o. Contractor provides, upon request, in-service training to first-responder personnel, and shall in some cases, also provide basic first-responder training.
 - p. Contractor participates actively with EMS Medical Director's medical audit process, provides special training and support to personnel found in need of
-

special assistance to specific skill or knowledge areas, and provides additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to the county medical control committees and the EMS Administration.

- q. Contractor maintains state and local vehicle permits, as required, and personnel certifications.
- r. Contractor causes State of Oregon, County Medical Director and the EMS Administration policies to be properly implemented in the field. Contractor shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. The Contractor shall also respond to all quality assurance and incident reports in a timely fashion.
- s. Contractor shall, when requested, advise the EMS Administration concerning financial implications of changes under consideration.
- t. When requested by neighboring jurisdictions, Contractor shall analyze service requirements and develop a proposal to furnish service to such jurisdictions.
- u. Contractor shall operate or have an approved contract for billing/collection and reporting system.
- v. Contractor shall provide adequate numbers of paramedic preceptors for pre-hospital training programs, as required.
- w. Contractor shall provide data and records to the Contract Compliance - Rate Regulation Committee.
- x. Providing all data including financial reports as required in this RFP.

5. Rights and Responsibilities of Field Personnel

Field personnel and system status manager's are certified and/or accredited according to the State of Oregon and Multnomah County. A direct linkage is created between field personnel and the Medical Director. Where issues involving questions of patients are concerned, there is no "chain of command". Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the EMS Medical Director on issues related to patient care.

This direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. Certified personnel are prohibited by the laws, rules and regulations which govern this system from operating equipment that is substantially

out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., trip tickets, incident reports, etc.). System Status Coordinators and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.

6. Reasonable Work Schedules and Working Conditions

While this contract is a "performance contract," and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. In line with this need, the Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours without specific approval of the County.

Except as noted in this RFP, no additional specific requirements regarding work schedules and working conditions are established under this procurement.

7. Reasonable Compensation and Fringe Benefits Required

High levels of efficiency are expected and required under this procurement. It is assumed that such efficiency will be derived from the system's superior economies of scale, from off-peak use of excess production capacity, from precision system-status management, from the numerous advantages of a more professional and better motivated work force, from superior management practices and from the effects of periodic competition. It is not, however, intended that economic efficiency should be derived by use of compensation levels for field personnel that are below the industry standard. A copy of employees benefits handbook shall be kept on file with the County.

The County in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages. However, Contractor shall demonstrate, initially and throughout the term of the contract, that the combined effect of the compensation program for field personnel and system status coordinator personnel provides a financial benefit to these personnel which is at least the substantial equivalent of the average rate of compensation for the private sector field personnel in Oregon.

8. Use of Off-Duty Personnel Pagers

Individual pagers shall be made available by the Contractor for individual assignment to each field medic who agrees to carry one. The main purpose of these pagers is to maintain rapid communications capabilities between the EMS Dispatch Center and off-duty personnel in case of disaster, locally or in a neighboring jurisdiction.

9. **New Employee Recruitment Methods**

At the start of the initial contract, Contractor is required to recruit and give preference to the qualified incumbent personnel previously working within the local EMS system and local working EMTs who are enrolled in or who have been accepted for enrollment in a paramedic training program. Recruitment must also be consistent with contractors affirmative action plan and diversity considerations.

10. **EMS Dispatch Center, System Status Management, and Estimated Minimum Unit Hour Coverage**

a. **EMS System Status Plan Coordination**

Contractor shall furnish all manpower for the SSP Coordinator Position at the 9-1-1/PSAP at the BOEC Dispatch Center for the identification and coordination of all resources for the operation of the System Status Plan, subject to approval by the County. Sufficient certified personnel must be present in the BOEC Dispatch Center at all times.

b. **System Status Management**

A current System Status Plan, approved by Multnomah County must be maintained. The Plan shall be updated as often as necessary after approval of the County.

Since Contractor shall be held responsible for response-time results, and for providing response time equality among the various neighborhoods of the service area, Contractor may otherwise employ and alter such systems status management practices as Contractor sees fit, with County approval.

c. **Unit-Hour Coverage**

The most important factor affecting response time reliability and system efficiency is effective "unit-hour" utilization. Under this procurement, Contractor is allowed to employ innovation and sophisticated techniques for maximizing unit-hour utilization.

Furthermore, if the winning proposer is able to achieve the required results using even fewer unit hours than the proposer originally projected, the marginal cost savings shall accrue to the financial benefit of the Contractor. However, in certain cases, this financial incentive to cut-unit hour production far below original estimates may, in some cases, work simultaneously to the short-range financial advantage of the Contractor and to the long-range disadvantage of the entire system and the community it services. Therefore, the County has specified in the RFP a maximum unit-hour utilization ratio, above which Contractor shall not operate without approval by the County. However, so long as Contractor's response time performance exceeds the requirements of this contract, and provided Contractor can show that the increased productivity will not place an

unreasonable workload upon field personnel (given proposed scheduling arrangements), the County shall not withhold its approval of Contractor's request to exceed the maximum unit-hour utilization ratio.

11. Estimated Business Volume

The County specifically makes no representations concerning the number of calls, transports or "dry runs", quantities or length of long distance transfer service, or frequency of special event coverage which will be associated with this procurement.

12. Response-Time Requirements

Specific response time requirements are all to be met and are as specified in the RFP.

a. PSAP and First Responder Alert

The need for PSAP and first response alert shall be determined in strict accordance with dispatch protocols approved by Multnomah County. The services furnished by the PSAP and first responders are extremely valuable to patient care, and are indispensable in some cases. The Contractor shall maintain the best possible working relationship between the ambulance service system, PSAP and first-response contractor organizations.

b. Equalize Response Time Performance

The Contractor shall operate the ambulance service system so as to equalize response time performance throughout the various jurisdictions of the service area. The County recognizes that it is impossible to fully equalize response time performance throughout all neighborhoods, but does expect the Contractor to effectively minimize such performance discrepancies.

The County shall establish districts or zones for response time analysis purposes, and shall also establish quantitative and objective standards for defining and determining equality of response-time performance among these areas, through approval of the System Status Plan through the County.

c. Late-run Deductions

This procurement incorporates provisions for financial deductions from Contractor payments relative to late-runs occurring within a defined service area and for other failures to fully meet required standards. Contractor shall agree with County that, in the event Contractor fails to fully meet the response-time or other performance standards required, the financial deductions shall not be considered "penalties" or as "liquidated damages" within the meaning of the common law or Oregon Statutes, but rather, shall be considered as a reduction in compensation due Contractor because of

Contractor's "alternative" performance of the duties required hereunder. Contractor shall further agree with County that said amounts shall be deducted from the amounts to be paid to Contractor from the Accounts Receivable Lock Box Account to be created hereunder.

d. Response Time Exemptions

It is understood that "unusual circumstances" beyond Contractor's reasonable control can induce response times that exceed the aforementioned standards. These "unusual circumstances" include only unusually severe weather conditions, disasters, or unusual periods of very high demand upon the system due to multi-casualty situations.

Equipment failure, system status plan error, or simple lack of a nearby ambulance shall not furnish grounds for release from late-run deductions or general response-time standards. If the Contractor feels that any run or group of runs should be exempt from response-time standards due to "unusual circumstances beyond the Contractor's reasonable control," Contractor may request that these runs be excluded from response-time performance calculations and late-run penalties. If the County concurs that the circumstances do fit the contract's exemption criteria, the County may allow such exemptions in calculating overall response-time performance and/or in assessing late-run deductions.

13. Professional Conduct and Courteous Service Required

The Contractor and its employees are expected to maintain professional and courteous conduct at all times. The Contractor shall address and correct any occasional departure from this standard of conduct.

14. Character and Competence of Employees

All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate permits in their respective trades or professions. The County shall demand the removal of any person employed by the Contractor who chronically misconduct themselves or is chronically incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by the Contractor for production of services under this contract without the written consent of the County.

15. Key Personnel and Prohibition Against "Bait and Switch" Proposals

Contractor understands that the County shall, in part, award this proposal based upon the qualifications of proposing organization, and upon the qualifications of key personnel presented in proposers' proposals. If awarded this contract, the proposer shall be expected to furnish the personnel identified in proposer's proposal, and throughout the term of the contract, the proposer shall be expected to continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit a "bait and

switch" proposal. Such action may be the grounds for contract default.

16. Initial Coverage Plan

During the first three months of operations under this contract, Contractor shall adhere to the initial coverage plan submitted in its proposal, or an approved modification of that plan. Thereafter, at Contractor's discretion and with County approval, the plan of coverage may be altered by the Contractor to produce the required response-time performance with the greatest possible efficiency.

It is anticipated that, initially, Contractor may utilize comparatively more unit hours of production time than might be necessary after the Contractor has gained additional local experience. That is, in order to be "safe" during the first quarter of operations, the Contractor is advised to deploy more ambulance units than Contractor expects to deploy later in the contract when, with benefit of more local coverage experience, improved efficiency can be safely realized.

Therefore, the Contractor shall submit in its proposal, its suggested initial coverage plan for the first three months of operations, and if accepted by the County, the Contractor shall be required to adhere to that plan as a minimum "level of effort" during the first three months of the contract. However, the County reserves the right to negotiate an adjustment to this initial coverage plan with the apparent winning proposer, if the County feels that an overly optimistic initial coverage plan is the only important flaw in that proposer's package. The Contractor will still be held to minimum performance standards during this initial coverage period.

This initial coverage plan shall specify locations of ambulances, post priorities, or system status procedures, and address the number of vehicles to be deployed during each hour of the day, each day of the week for local emergency and non-emergency coverage during the first three months of operations.

Response-time penalties may be waived, at the Contractor's request and County's discretion, during the Initial Coverage Plan period.

17. Maintenance of Equipment

Under this procurement, the Contractor shall be responsible for furnishing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work.

The quality of preventative maintenance, employee attitude and accountability, and a persistent effort to correct equipment problems, even cosmetic problems, as they appear, can have an important impact on not only long-term operating costs and equipment replacement schedules, but on overall system performance as well.

18. Coordination of Installation and Debugging of New Equipment Required

It is likely that the Contractor will become involved, from time to time, in assisting the County with installation and debugging of new EMS equipment and software

which shall be placed in service over the period of this contract, and it shall be Contractor's responsibility to inspect such equipment for acceptance, cooperate and assist in installation and debugging, and report to the County in a timely manner concerning any problems with such equipment which might reasonably require the County's attention as regards guarantees, warranties, or payment upon acceptance.

19. Multi-Casualty and "Move Up and Cover" Responsibilities

During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business shall be interrupted from the moment the state-of-emergency or multi-casualty situation is made known to the Contractor by the County. Contractor shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, the Contractor shall be exempted from response time performance requirements, including late-run penalties, until notified by the County that disaster assistance shall be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local disaster protocol's established by that community. When multi-casualty assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

During the course of a state-of-emergency, Contractor shall use best efforts to provide local Code-3 and Code-2 coverage. Normal (i.e., not disaster related) multi-casualty incident calls rendered by the Contractor shall be performed in accordance with the County Mass Casualty Incident plan and protocols. In the course of rendering such services, the Contractor shall not be exempt from late-run deductions, but may appeal penalties for individual calls, otherwise imposed by this contract, and Contractor shall manage any response to such "move up and cover" requests in a manner which does not jeopardize Contractor's ability to render reliable response time performance as required hereunder.

20. Data Collection and Reporting Required

Response data will be supplied by the CAD system at BOEC to the County. The County will then forward the data plus an "exceptions" report to the Contractor. Contractor's data collection and reporting systems shall also meet the following minimum standards:

- a. For each patient contacted, Contractor's ambulance personnel shall complete an approved patient report form, and, if required, Contractor shall furnish a copy of such completed form to the EMS Administration and other appropriate County medical control committees.
- b. Contractor shall furnish to all employees approved "Incident Report Forms" and shall require employees to utilize such forms, and shall routinely furnish a copy of such completed form to the EMS Administration.
- c. Contractor shall furnish its employees with approved "Equipment Failure

Report Forms," shall utilize such forms in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the EMS Administration, upon request.

- d. Contractor shall convey to the County, System Status Plan changes at least 30 days in advance of implementation of such changes.
- e. Contractor shall see to it that all Contractor's employees are appropriately certified at the State level. The Contractor shall furnish records of participation by its employees in continuing education programs. Contractor shall also furnish periodic reports showing frequency and type of medical incidents covering the period of time for which reports are requested.
- f. Contractor shall document each instance wherein a presumptively defined emergency call resulted in a response time in excess of the standard for Urban, and Rural areas, and shall supply the reason for delayed response time, including a summary of steps taken by the Contractor to eliminate that cause of poor response time performance.
- g. Contractor shall maintain billing and accounts-receivable information as required by the terms of the Lock Box Agreement, billing records capable of documenting Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of County's designated financial representative.
- h. For each call, transport, or account where Contractor fails to furnish required information, as specified in this subsection, County may, at County's option, impose upon Contractor a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer systems shall not be considered beyond Contractor's reasonable control.
- i. Financial reports shall be provided as follows:
 - (1) Financial reports must be provided to the County within 120 days of the end of the fiscal year. Audited statements are preferred. If audited statements are not provided then reviewed statements are required. Financial reports shall also include all auditor notes and opinion letters. All financial reports shall show segmented reporting covering only the operation of the franchise if the Contractor's activities include unrelated income and expenses. Should the County desire an audited statement, Contractor shall be responsible for preparing and presenting such a report within a reasonable time, at no cost to the County.

- (2) Updated proforma income, working-capital statements and balance sheets for the remaining term of the franchise will be due within 120 days of the close of the fiscal year reconciled by supporting schedules to the proforma statements and audited financial statements.
 - (3) Statements of revenues, expenses and cash flow for each quarter-year of franchise operations will be due 45 days upon the close of each quarter. The statements shall be in at least the level of detail as the original budget submission. The above-annual statements shall reconcile the quarterly statements.
- j. Data on any individual ambulance call shall be made available to the County as requested.
- k. Response to the County "Exceptions Report" supplied shall be provided to the County monthly, describing the reason for the exception, variances requested and possible corrective actions.

The following table summarizes the franchise reporting requirements.

Multnomah County	
Summary of Ambulance Franchise Reporting Requirements	
<u>Data to be Collected By Contractor</u>	<u>How Often</u>
Field assessment forms and standardized data	As per request of County
Incidents of Unit Breakdown	Monthly
Calls referred to other agencies or to a BLS Unit	Monthly
Level "0" Time	Monthly
Mutual Aid Response Times	Monthly
Hard copies and data in a computer format.	Monthly
All calls downgraded by requesting agency	Monthly
For each patient contact: approved patient form; approved ALS record	As per request of County
Incident Report Forms	As per request of County
Equipment Failure Report Forms	As per request of County
Convey changes to County System Status Plan	At least 30 days before implementation
Records of employee participation in continuing education programs	As per request of County
Calls resulting in response times in excess of standards: <ul style="list-style-type: none"> • Reason for delayed time • Summary of steps taken to eliminate poor response time performance 	As per request of County
Billing and accounts receivable information as required by terms of the Lock Box Agreement	As per request of the County
Audited Financial reports	Within 120 days of end of fiscal year
Updated proforma income, working capital statements and balance sheets for remaining terms of franchise	Within 120 days of end of fiscal year
Statements of revenues, expenses, and cash flow for each quarter/year of franchise operations left	Within 45 days upon the close of each quarter
Data on any individual ambulance call	As per request of County

Note: Contractor shall make available to the County for its examination, its records with respect to all matters covered by this contract.

21. Outside Work

Contractor shall not be prohibited from doing outside work (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, wheel-chair transportation, special-events coverage, Veteran's Administration contract work, etc.) within the Contractor's primary area of responsibility, provided that Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary contract service area ambulance service responsibilities.

22. Contract Commitments

Contractor shall enter into no service contracts (e.g. HMO, hospital specific, critical care, etc.) as part of providing emergency services within the franchise, which would extend the commitment of the provider beyond the date of termination of this contract, or an extension thereof, except as be specifically approved in writing by the County.

23. Most-Favored Customer

Under this procurement, all factors of production (as provided in the System Status Plan and Three-Way Lease), employed by the Contractor in the performance of the work, which is the subject of this procurement, whether furnished by the County or not, shall be devoted to the work of this contract. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work. This provision is not meant to preclude other approved uses of the factors of production for the operation of emergency and non-emergency services.

24. On-Scene Collections

Ambulance personnel shall not request or receive payment for services rendered at scene, enroute, or upon delivery, nor accept any "tips" or gratuities.

C. Miscellaneous Provisions

The following miscellaneous provisions are incorporated into this procurement:

1. Compliance With Applicable Laws, Rules and Regulations Required

All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules and regulations apply to the services rendered under this contract, and to maintain compliance with those applicable standards at all times.

2. Compensation Adjustments For Increased Standards

Under this procurement, the Contractor shall be allowed to periodically apply, as specified in this RFP, for negotiated adjustment to Contractor's allowed fee structure or, in the event changes in applicable federal, state or local laws, rules or regulations require changes in the Contractor's operations which may reasonably be expected to increase the Contractor's cost of performance of services which are the subject of this procurement. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon Contractor's cost of operations shall rest entirely with the Contractor. Rate review outside the annual CPI index will be conducted by the Contract Compliance and Rate Regulation Board which is advisory to the Board of Commissioners.

3. Vehicle Marking, Advertising, Public Relations and Marketing

The County shall have the right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this procurement. All vehicle markings, invoices, yellow page advertising, and other advertising and public information programs and material may utilize County's name in addition to the Contractor's name or trademark.

County understands that Contractor may be a business or professional organization, and that as such, the Contractor would have a legitimate interest in improving and promoting its own image as a competent contractor of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its national reputation, or to jointly promote the goodwill and reputation of the licensed trade name in the local and regional area.

4. Insurance and Indemnification

At all times during the terms of the contract, and throughout any extension periods, the Contractor shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its sub-contractors to maintain insurance as described below:

a. Worker's Compensation

Worker's compensation insurance with statutory limits as required by the State of Oregon (ORS Chapter 656). Said policy shall be endorsed with the following specific language:

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

b. Commercial/General Liability

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

- 1) Multnomah County, its officers and employees, and the County approved medical supervising physician are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability.
- 3) The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County.
- 4) This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County, EMS Administration.

c. Automobile Coverage

Automobile liability insurance covering bodily injury and property damage in an amount no less than \$3,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

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

d. Medical Malpractice (Professional Liability)

- 1) Professional liability insurance for all activities of the Contractor

arising out of or in connection with this Agreement in an amount no less than \$1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County."

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

e. **Documentation**

The following documentation shall be submitted to Multnomah County prior to initiation of the contract:

- 1) Properly executed certificates of insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
- 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within 30 days of the execution of Agreement.
- 3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

f. **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

g. **Material Breach**

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be considered a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from the Lock Box Account due to Contractor, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

5. Non-Transferable Contract

This contract shall not be assigned or transferred, nor shall the duties hereunder be delegated, without the expressed written permission of the County. Similarly, in the event this contract is awarded to an entity, a majority of whose work is related to the performance of this contract, any change in ownership of that entity shall be considered a form of assignment of this contract, and must be approved by the County, provided however, that the County shall not unreasonably withhold its approval of such change in ownership.

6. Lame-Duck Provisions

Contractor shall not penalize or bring personal hardship to bear on any of its employees who shall apply for work with a competing proposer in future proposal cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing proposers at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedic personnel, and EMS System Status Coordinator personnel serving in the ambulance service system, shall have reasonable expectation of long-term employment in this system, even though Contractors may change from time to time over the years. In submitting a proposal under this procurement, the Contractor expresses its understanding, acceptance, and endorsement of this provision.

In addition, should the Contractor fail to win the proposal in a subsequent proposal cycle, the County shall depend on the Contractor to continue provision of all services required under this contract until subsequent winning proposer takes over. Under these circumstances, the County recognizes that the Contractor would, for a period of several months, be operating as a "lame duck" operator. During such period of time, the Contractor shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent proposal to a competing proposer, and Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at Contractor's cutting operating costs to maximize profits during the final stages of the contract.

However, the County recognizes that, if a competing proposer is awarded the contract in a subsequent proposal cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame-duck" period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not substantially impair Contractor's performance during the "lame duck" period.

7. End-Term Equipment Replacement

Provision is made to allow reasonable amortized costs of new equipment

purchased near the end of a contract cycle to be carried over into the next contract cycle.

8. Communication Equipment

Communications equipment and maintenance services are specifically the Contractor's own responsibility and expense unless otherwise stated in this agreement.

9. Minimum Vehicles Furnished

Contractor shall furnish a sufficient number of ambulance vehicles to maintain a surplus of units in excess of peak load unit coverage. If expansion of the primary service area should occur during the term of this contract, system wide peak load unit coverage shall be the basis of this standard. In most applications, a vehicle inventory equal to 133 percent and equipment inventory of 110 percent of peak load unit coverage is considered a minimum safe level.

10. Restriction of Services to Chronic Abusers

To protect the Contractor from possible financial loss as a result of such abuse, the following provisions are made:

- a. Contractor shall, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse after discussions with the Medical Director. If the EMS Director agrees that a named individual is a chronic abuser of emergency services, then the contractor shall follow the listed chronic-abuser policies below.
- b. In the case of such named and confirmed chronic abusers whose attempts to abuse the system include claiming the need for Code-3 or Code-2 ambulance service falsely, Contractor may, at Contractor's own discretion after dispatching an ambulance to the scene, refuse to transport the patient if the Contractor has determined that no such Code-3 or Code-2 condition exists. Refusal to transport must be approved by an appropriate medical resource hospital physician and/or prior written physician authorization. However, the responsibility and liability for making such a decision shall rest entirely with the Contractor.

The County shall assist the Contractor in gaining cooperation from local law-enforcement agencies to establish standardized procedures for requesting Code-3 or Code-2 ambulance services at the scene of auto collisions and other incidents. In consideration of such cooperation by law enforcement agencies, and in consideration of first-responder services furnished by fire departments.

It is recognized that any entity qualified to participate in this procurement already understands that dry runs, cancels, chronic abusers,

and courtesy standby service for law enforcement agencies and fire departments exist in the ambulance service industry. Proposers should utilize their own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as a part of "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities.

11. Standby Services

Contractor shall cooperate fully in furnishing immediate standby coverage, as requested by law enforcement agencies and fire departments, and in accordance with EMS rules, during events where fire fighters or law enforcement personnel shall be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance units, and shall be furnished without additional compensation to Contractor. Non-dedicated standby that can be done based on existing capacity consistent with their system status plan may not charge for that standby service, unless there is a transport.

Except as is provided for in this subsection and in Multnomah County approved dispatch policy and procedures, Contractor shall not engage in telephone call screening, transport refusals, or hand-offs of patient to less qualified crews. All ambulance services rendered under this contract whether Code-3 or Code-2 or "move up and cover" shall be performed by ALS crews operating from ALS units.

12. Audits and Inspections

At any time during normal business hours, and as often as shall reasonably be determined necessary, County's representatives shall observe Contractor's operations, and Contractor shall make available to the County for examination, its records with respect to all matters covered by this contract, and make excerpts or transcripts from such records. County may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this contract. County representatives may, at any time, and without notification, directly observe Contractor's operation of the system status manager at the EMS Dispatch Center, maintenance facility, any ambulance post location, and a County representative may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationships.

The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

This right to directly observe Contractor's field operations, System Status Coordinator operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance and Rate Review Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times.

13. Cost of Enforcement

If either the County or Contractor institutes litigation against the other party to secure its rights pursuant to this contract, the actual and reasonable costs of litigation incurred by the prevailing party shall be paid or reimbursed by the non-prevailing party.

14. Non-Discrimination

Under Title 6 of the Civil Rights Act of 1964, no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This contract is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL 88-352) and Department of the Treasury regulations with respect thereto including regulations under 31CFR, Subtitle B, Part 51, subpart E, which the Contractor agrees to comply with in the performance of its obligations under this contract.

15. Modifications

County reserves the right to further negotiate with the Contractor the terms of this Agreement.

D. Definitions of Material Breach and Provisions for Emergency Takeover

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

1. Failure of the Contractor to operate the ambulance service system in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations. Minor infractions of such requirements shall not constitute a material breach of this contract.
2. Willful falsification of information supplied by the Contractor during this proposal process.
3. Willful falsification of data supplied to the County during the course of operations, dispatch data, patient report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required

under this
contract.

4. Failure to comply with the accepted plan for ambulance coverage during the first three months of operations under this contract.
 5. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame-duck" period.
 6. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame-duck" period.
 7. Chronic and persistent failure to maintain equipment in accordance with good maintenance practices.
 8. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing proposers during a subsequent proposal cycle.
 9. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.
 10. Violation by the Contractor of the prohibitions against other uses of factors of production as specified herein, or failure to furnish key personnel of quality and experience as proposal.
 11. Failure to comply with approved rate setting, billing and collection procedures.
 12. Failure to comply with "most-favored customer" provisions of this contract.
 13. Marketing or invoicing of services under a trade name other than the County's approved trade name or the routing of income so as to avoid passing it through County's Lock Box Account.
 14. Failure of contractor to cooperate with and assist the County after a material breach has been recommended by the Contract Compliance and Rate Review Committee, and declared by the EMS Director, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.
 15. Abuse of the three-way leasing program to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of leased items by the same amount, or by any other business practice which would have a similar effect.
 16. For Urban, or Rural areas, failure to comply with response-time requirements for
-

two consecutive months, or any three months in each calendar year.

17. For Frontier areas, failure to meet "best effort" requirements.
18. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
19. Failure to comply with the terms of the three-way equipment lease or sublease required by the contract, which default shall be determined to be a material breach endangering the public's health or safety.
20. Failure to comply with any obligation to the financial institution managing the Lock Box Account, or default on obligations to other financial institutions, which default or defaults are determined to be a material breach which endangers the public's health or safety or not funneling all funds through the Lock Box Account.
21. Failure to provide a replacement performance bond, or other security acceptable to the County, as required by the RFP, which failure shall be determined to be a material breach endangering the public's health or safety.
22. Three or more instances of willful falsification of data in any 12-month period by any Contractor employee.
23. Filing by Contractor of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; appointment of a trustee or receiver for Contractor or for any of Contractor's property; a general assignment by Contractor for the benefit of its creditors; or entry of a judgement or order determining that Contractor is bankrupt or insolvent.
24. Other material financial instability of the Contractor determined by the EMS Director as impacting the stability of franchise operations.
25. Failure of any subcontractor to meet any of the above standards.
26. Any other willful act or omission of the Contractor which endangers the public's health or safety.

In the event the County determines that a material breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health or safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the EMS Director. After a hearing on and investigation of the matter by the EMS Director with input from the Contract Compliance and Rate Review Committee, a determination will be made by the EMS Director, as to whether a material breach has occurred and whether the public health or safety would be endangered by allowing Contractor to continue its operations. If Contractor disputes the decision, the matter will be forwarded to the Board of Commissioners which will schedule and conduct a hearing on the matter. If a risk to public health or safety is determined by the EMS Director, the immediate takeover of

the ambulance franchise may be initiated at the County's discretion prior to the Board of Commissioner's hearing.

Contractor shall cooperate completely and immediately with the County to effect an immediate takeover by the County of Contractor's operations. Such takeover shall be effected immediately or within not more than 72 hours, after such finding of material breach as determined by the County. The County shall keep whole the existing staff and operations until such time as a new Request for Proposal can be reissued and a new contractor secured. The Contractor shall not be prohibited from disputing an such finding of material breach through litigation, subsequent to the decision of the Board of County Commissioners provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County.

These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health or safety, and any legal dispute concerning the finding that a material breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, to Contractor's disbursements from the Lock Box Account, or to equipment subleased to Contractor under the three-way lease program.

Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of material breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a material breach of this contract, even if it was later determined that the original declaration of material breach by the EMS Director was made in error.

The Board of Commissioners shall be the final authority for the County. If the County declares the Contractor to be in material breach of this Agreement on grounds other than performance deficiencies determined to be dangerous to public health or safety, the Contractor may dispute the County's claim of material breach without allowing takeover of operations by the County prior to legal resolution of the dispute.

E. Liquidated Damages

The parties agree that the unique nature of the services which are the subject of the contract requires that, in the event of contract non-compliance or material breach leading to a County takeover following a declaration of breach or default, calculation of the injury to the County would be difficult. In the context of such an immediate takeover of the contractor's operations, it may be difficult to distinguish the costs of takeover, restoration of service, and the eventual recruitment of a new contractor from the County's normal costs of operations during the interim period between contractors. Similarly, if takeover costs and interim operation costs are high, or if interim period revenues are low, it may be difficult to determine whether such effects were the result of contractor's breach or default versus the effects of faulty management by the County

during the takeover and during interim operations.

Costs to the County to implement the emergency takeover, restore services on an interim basis and award a new contract would likely exceed the amount of performance security. Therefore, the contractor and the County shall agree that \$500,000 plus the value of the accounts receivable up to \$2,000,000 for a total of \$2,500,000 shall constitute liquidated damages for any breach or default which results in the County takeover of Contractor operations. After the emergency takeover and when the County has collected the \$2,000,000 from the lock-box account, the balance of the lock box account shall be turned over to the Contractor. Failure to achieve the \$2,000,000 payment limit from the lock-box account will not limit the liability of the Contractor for payment of the liquidated damages nor the County's ability to collect these funds directly from the Contractor.

Upon declaration of material breach by the Board of Commissioners, the Contractor's rights to disbursements from the accounts receivable shall become the property of the County, and all of the contractor's rights and interest relative to the income from said accounts receivable shall be forfeited up to the \$2,000,000 limit, and the County may use the income from those accounts to finance interim operations.

F. Rights and Remedies Not Waived

The contractor agrees and guarantees that the work herein specified shall be completed without further compensation than that provided for in the contract. Failure of the County to act upon a breach of contract, whether such breach is material or not, shall in no event be considered as acquiescence in the breach, or waiver of the County's right to enforce any term of the contract.

SECTION VI
PROPOSAL EVALUATION PROCESS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section VI - Proposal Evaluation Process

A. Proposal Review Committee/Financial Advisory Committee

Multnomah County will establish a review panel that will be advisory to the County Health Officer. The Proposal Review Committee may include additional non-voting technical experts from Multnomah County including: County Health Officer; County Counsel; County Purchasing Agent; and other technical consultants determined necessary.

The County Health Officer may also, at his discretion, appoint a technical advisory group to evaluate the financial components of the proposal. This advisory group may consist of financial experts (e.g. financial officers from reputable financial institutions) and other technical parties with expertise in financing and financial review. The financial advisory group shall be make a presentation to the Proposal Review Committee and will be advisory to that committee.

B. Conflict of Interest

All review committee, advisory group members and other parties involved with the screening of proposals shall be carefully screened by Multnomah County for potential of conflict of interest. Each review participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential review participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the review process.

C. Evaluation of Proposals

Proposals must specify enough information to demonstrate the level of credentials, scope of service and financial capabilities for this franchise to be able to complete the screening and evaluation process. An evaluator will be appointed by the County Health Officer for an initial screening of credentials and proposal completeness. The Proposal Review Committee will review and discuss those proposals passing the initial screening process. Each member of the Proposal Review Committee shall complete an individual Proposal Ranking Sheet and rank each proposal according to the individual reviewer's judgment as to the relative merit of competing proposals.

At the discretion of the Proposal Review Committee, a presentation by the proposers may be requested with at least two weeks notice to each proposer. If requested, each proposer will be allowed 30 minutes of presentation and up to 90 minutes of questions and answers by Committee members. Proposers may include up to eight staff persons of the proposers, however, at a minimum the chief executive officer or equivalent, chief financial officer and anticipated manager or supervisor of the Multnomah ASA shall be present. The order of presentations will be determined by random draw. *As a condition*

of submitting a proposal, proposers specifically agree to not attend the presentations of other proposers or receive information regarding another proposer's presentation prior to their own presentation. Violation of this provision shall subject the proposer to disqualification.

Preliminary score sheets and notes of the Committee members will be kept confidential in the interest of encouraging frank communication between the members of the Committee.

Site visits to the proposer's offices, substations or contract sites may be requested by the Proposal Review Committee.

The Proposal Review Committee will not allow any public testimony during their discussion or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal.

The Committee shall make its recommendations to the County Health Officer which may include that any or all proposals be rejected subject to subsection N. of this section.

D. Scoring Process.

Proposal submissions in regard to each scoring category shall be scored and re-scored by each Proposal Review Committee member as follows:

Step 1. Compare. Each member of the Committee shall individually compare proposal submissions relating to a single category (e.g. Qualifications).

Step 2. Group Discussion by Committee.

Step 3. Identify the Stronger Submission and Assign Maximum Points. Based on that comparison, each team member shall identify the stronger of the proposal submissions in that category, and shall award to the firm submitting the superior offer the maximum points shown for that category. If, in the opinion of the individual reviewer, the top two or more proposals do not differ significantly, the reviewer shall award the maximum number of points to each of those proposals for that category.

Step 4. Award Relative Points to Other Submissions. Having assigned the maximum possible points to the stronger submission(s), the individual reviewer shall then award points for other submissions in that same category, consistent with the reviewer's assessment of the relative strength of the competing submissions, on that category only.

Step 5. Repeat Process for all Criteria. Each individual reviewer shall then repeat Step 1 through 4 until scores have been assigned for all categories.

Step 6. Group Discussion by Committee.

Step 7. Potential Oral Presentations to Committee by Proposers.

Step 8. Group Discussion and Re-scoring. Following group discussion, each team member may re-score the proposals.

Step 9. Calculate the Average Scores for All Reviewers. When all reviewers have completed the re-scoring, the Committee shall collect these scores, and shall calculate the average points awarded to each proposal in each category to three decimal points, and calculate the respective totals. Copies of the final average score sheets will be made available to all proposers, upon request.

Step 10. Contractor Recommended. The firm submitting the proposal receiving the higher point total in the re-scoring phase shall be recommended to the County Health Officer for selection as the exclusive contractor.

E. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Proposer is deficient. It is in the Proposer's interest to submit a complete and accurate proposal.

F. Exceptions Taken to Request for Proposal Requirements

Exceptions should be specifically identified and justified. Applicant requiring clarification of the information or protesting any provision of the RFP must submit comments to County Purchasing by February 18, 1995. Contractor is advised that exceptions to the County's requirements may jeopardize their standings in the selection process.

G. Investigation

Prospective proposers are advised that the County reserves the right to continue its investigation of proposal after the contract is awarded and throughout the term of the contract. The furnishing of false or misleading information during the proposal process may constitute a breach of contract.

H. Authority for County to Investigate and Verify Credentials and Qualifications

Proposers shall submit executed and notarized forms provided including the "Investigative Authorization" forms provided for the proposer's organization and any subcontractor providing services according to the proposal.

I. Ranking and Weighing of Proposals

It is the County's intent to select a proposer based on the best balance of quality, price, experience and performance assurance. Proposers offering services with pricing which substantially varies from the market (as defined by Medicare allowable or area prevailing charges for either public or private providers of emergency ambulance services), without justification, will be considered as non-responsive.

An initial review of all proposals by the County Purchasing Section for completeness

and a review on credentials (pass or fail) will be conducted before any proposal is reviewed by the Proposal Review Committee.

Proposals will be ranked on the following criteria (not necessarily in order):

1. Proposer's credentials and qualifications - 40 points
2. Compensation package and working conditions for prehospital personnel - 15 points
3. Response-time commitments - 15 points
4. Level of clinical sophistication - 10 points
5. Equipment maintenance and management - 10 points
6. On-site key personnel - 10 points
7. Initial (ambulance) coverage status plan - 15 points
8. Implementation plan for System Status Plan Coordination - 10 points
9. First responder program - 10 points
10. Miscellaneous requirements - 5 points
11. Public Information and Education Program - 10 points
12. Budget, Cost, Charge, Billing Issues - 180 points
 - a. Billing and collection program - 10 points
 - b. Costs/charge documentation and recommendations - 15 points
 - c. Patient Charges - 140 points
 - d. Fiscal strength - 15 points

Total Points: 330 points

J. Key Innovations/Enhancements

Consideration will be given by the Proposal Review Committee for a Proposer who demonstrates commitment to exceed minimum requirements in any of the following areas:

1. Response time/performance standards
2. Compensation package and working conditions
3. Level of clinical sophistication
4. Equipment maintenance and vehicle management
5. Community education program
6. Reductions in patient charge level
7. Enhancements, which are in the best interest of the County
8. Overall program enhancements or innovative approaches

Total available key innovations/enhancements - 10 points

K. Submission of Additional Information

Any proposer may be asked to meet with the Proposal Review Committee to provide clarification and/or answer questions. County staff or its delegate may undertake additional investigation to verify claims made by the recommended proposer during the proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the

accuracy and completeness of information supplied by the proposer.

L. Recommendation to the Board of Commissioners

Subject to subsection N. below, and after final review by County Purchasing, the County Health Officer, reviewing the recommendations of the Proposal Review Committee for compliance with the evaluation process, shall forward the recommendations to the Board of Commissioners. Upon the Board of Commissioners' action, the County will develop an agreement of service.

If the selected proposer refuses or fails to accept the Agreement for Services within an established time frame, to be determined by the County, the County may award the contract to the next ranked proposer whom it believes may best serve the County.

M. Required Precontract Bond to Ensure Execution of Agreement

Upon recommendation by the County Health Officer and at the discretion of the Board of Commissioners, the recommended Proposer may be required to post a \$50,000 bond within 15 days of the recommendation to the Board of Commissioners. The purpose of the bond is to insure the negotiation in good faith of a completed contract with the recommended proposer. The bond will be returned to the recommended proposer upon approval of the Agreement for Ambulance Service by the Board of Commissioners.

N. Appeals

The following procedure will apply to applicants who wish to appeal a disqualification or award of contract. Applicants shall submit the appeal in writing to the Purchasing Director within five (5) working days of the postmarked Notice of Award or disqualification. Appeals are to be sent to:

Purchasing Director
Multnomah County Purchasing
2505 SE 11th Ave.
Portland, OR 97202

Appeals must describe specific citation of law, rule of regulation, or practice upon which protest is based. The judgement used in scoring by individual evaluators is not grounds for appeal.

O. Rejection of Proposals

The County reserves the right to reject any and all proposals.

P. Disposition of Proposals

All materials which are submitted in response to the Request for Proposals will become the property of the County and may be returned only at the County's option and at the Proposer's expense. The original copy of each proposal shall be retained for official files.

All materials submitted to the County may be subject to the State of Oregon's public records acts.

SECTION VII

OVERVIEW OF MULTNOMAH COUNTY

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section VII - Overview of Multnomah County

Multnomah County is a county of 465 square miles located on northern border of Oregon. It includes the city of Portland and borders on Clark County in the state of Washington and Clackamas, Columbia, and Washington Counties in the state of Oregon.

A. Terrain

Multnomah County encompasses the majority of the Portland metropolis. The county is essentially urban though it contains over 9,500 acres of park land that equal around 20.2 acres for every 1,000 people. The Willamette and Columbia rivers flow through the county. Mt. Hood, located just outside of Multnomah's eastern border, is a majestic 11,235 foot volcanic peak and is one of the most recognized and photographed mountains in the world. Mt. Hood National Forest accounts for around 85 square miles of the eastern portion of Multnomah County. The estimated square miles of the Multnomah ASA is 465.

B. Transportation

Multnomah County offers excellent access by air, rail, water and roads. Most areas of Multnomah County have convenient access to Interstate 5 connecting Multnomah County to California and Washington states. Interstate 84 is the principal route east to Salt Lake City. The Portland/Multnomah County area is served by three transcontinental railroad lines, 15 tug and barge lines, more than 100 truck lines, 14 passenger airlines and 15 cargo airlines.

C. Airports

Portland is just minutes away from Portland International Airport which offers 550 flights to and from over 120 cities each day. Within the county are three general aviation airports.

D. Climate

The climate of Multnomah County is characterized by mild summers and winters. Temperatures below 25 degrees Fahrenheit are rare. July's temperatures average around 67.1°F with an average high of 79°F and an average low of 55.2°F. January's temperatures average around 39°F with a low of 33.5°F and a high of 44.3°F. Annual precipitation averages only 38 inches with 77.5 percent falling from October to March.

E. Population

Multnomah County is the largest county in terms of population in Oregon with a 1993 estimate of 615,000. That is nearly double the population of the next largest county. Multnomah County population grew 5.3 percent from 1990 to 1993. The county is expected to contain 622,290 residents by the year 1995, 658,397 residents by 2000, 683,876 residents by 2005 and 713,990 residents by 2010.

Table 1 provides the 1993 estimated population for Multnomah County cities.

Table 1

1993 Estimated Populations for Cities of Multnomah County	
Regional District	Estimated Pop
Portland	471,325
Gresham	73,185
Troutdale	9,410
Fairview	3,735
Wood Village	2,920
Maywood Park	780
Other	53,645
Total Incorporated	561,700
Total Unincorporated	53,300
Total Population	615,000

Source: Center for Population Research and Census, PSU.

Published by Portland Metropolitan Chamber of Commerce

F. Lifestyle

All of the cities in Multnomah County take pride in their ability to offer residents the following assets: excellent schools, numerous parks, friendly people, easy commuting to jobs (20 minute average), shopping, low crime rates and quality government services. The Portland Metropolitan Area has one of the cleanest and most plentiful water supplies in the country. The area's low utility rates contribute to the low cost of maintaining a residence.

The median sales price of homes in the Portland Metropolitan Area is \$111,800 with a high in Lake Oswego (\$199,500) and a low in North Portland (\$59,900). In 1990, there were 255,751 housing units in Multnomah County and the median monthly home owner cost was \$648 for owners with a mortgage and \$243 for owners without a mortgage. The mortgage interest rate in April 1994 was 8.42. In 1990, the median household income in Multnomah County was \$26,928. The median gross rent in

Multnomah County was \$407 per unit in 1990.

G. Tourism

Around 1.25 billion in tourist dollars are generated in the Portland Metropolitan Area each year. A cosmopolitan atmosphere surrounded by scenic countryside is Multnomah County's strength. The nearby, dramatic profile of Mt. Hood has been a symbol of Oregon's beauty and promise for centuries and is a haven for climbers and hikers. The spectacular Colombia River Gorge, only minutes from Portland, is famous for its excellent wind-surfing and scenery. The County is 90 minutes from Oregon's famous Pacific coastline and also borders on the many of Oregon's colorful wineries.

H. Recreation

There are a full range of recreational activities in Multnomah County and surrounding areas: year-round snow skiing, water skiing, camping, hunting, golf, hiking, horseback riding, fishing, wind surfing, mountain climbing and swimming. The metropolitan area has 37,000 acres of park land. The area also has a culturally rich environment with over 30 art galleries, 10 museums and 200 non-profit arts and cultural organizations. The metropolitan area also supports a quality symphony, an Opera Association and a \$25 million Performing Arts Center.

J. Industry and Economy

Multnomah County is part of one of the most diversified metropolitan economies in the nation and the most diversified on the West Coast. The economy of the region provides a multi-faceted base for economic stability. Multnomah County's excellent transportation position, its educated, expanding work force and its reputation as a good place to live continue to attract new businesses. In response to increased demand for services, significant commercial and industrial areas have developed within the county's major cities and surrounding areas.

With around 800 high-tech companies located within its bounds, the Portland Metropolitan Area is considered to have one of the highest concentrations of high technology in the nation. Businesses are attracted to Multnomah County because of its cooperative government with supportive services and its expanding global influence. The Port of Portland is third in overall volume on the West Coast.

K. High-Risk Population

According to 1993 estimated populations, 12.8 percent of the County's population was sixty-five years of age or older (78,755). The 1990 Census identified 13.1 percent of the County population as living below the poverty line. An influx of tourists during the spring and summer months, leads to a substantial increase in population that may impact the EMS system. Because Portland is a major business center, the total population within the County during work hours is also substantially higher than the resident population.

L. Subpopulations/Race Breakdown

Multnomah County has African American (estimated at 6.02 percent), Asian (estimated at 4.43 percent), Hispanic (estimated at 3.15 percent) and Native American (estimated at 1.12 percent) Subpopulations. Table 2 is a listing of the population by race for the county.

Table 2

MULTNOMAH COUNTY 1990 Population by Race		
White	507,890	87.98%
Black	35,133	6.02%
Native American, Eskimo, Aleut.	6,734	1.15%
Asian	25,848	4.43%
Pacific Islander	1,478	0.25%
Other	6,804	1.17%
Total Population	583,887	100.00%
Hispanic Origin*	18,390	3.15%

Source: Bureau of the Census, 1990. Published by Portland Chamber of Commerce.

* As defined by the Bureau of the Census, persons of Hispanic origin may be of any race.

M. Staffing and Training

1. Personnel Categories

- a. Emergency Medical Dispatchers (EMD) are certified by the State Board on Public Safety Standards and Training. The EMS Medical Director may set forth additional requirements and further dispatch criteria may be developed by the County. The Bureau of Emergency Communications (BOEC) will continue to dispatch all first responders and contract ambulances according to this criteria. Dispatchers may provide the caller with pre-arrival instructions for patient care after dispatch is under way.
- b. First Responders: In medical emergencies, the various fire departments of Multnomah County act as first responders. It is the stated goal of the Multnomah County ASA Plan that all first responders be trained to the EMT-Basic level with acknowledgment that this may be difficult due to the volunteer nature of the rural fire protection districts. The EMS program will assist rural contractors in the development and provision of training necessary to meet this goal. In urban areas, fire departments provide many ALS first response units.
- c. Emergency Medical Technicians:

All ambulances providing 9-1-1 emergency response shall be staffed by two (2) EMT-Paramedics. Other licensed ambulances may be staffed with EMT-Basic or EMT-Paramedic personnel, according to the level of service. The County may set additional standards for critical-care transfers, and specialized services. In addition to the requirements for State certification, the County may require additional training or education at all levels of prehospital staffing

It is the goal of the EMS System to provide continuing education through a single coordinated educational program. All EMTs will be required to attend periodic inservice sessions in order to maintain their credentials as approved by the County. Contractor agencies will provide educational and training to their employees and other EMTs in the system as approved by the County.

d. Nurses:

Multnomah County does not have critical-care nurses routinely accompanying ambulance transports. Only on certain special transfer units, such as the neonatal team, are nurses included. The Board of Nursing has licensure over nursing practice.

2. Training Programs

a. EMT Training:

Training and certification required for those technicians providing ALS care will be at the level of EMT-Paramedic (EMT-P). Training for other EMTs will be at the level of EMT-Basic (EMT-B). The County may require additional training or education.

All training and continuing education may be provided throughout the EMS system through a single, coordinated educational program. Resources now available and additional training resources identified will be "pooled" to allow for their maximum use. The County will establish system-wide criteria that meet the needs of EMTs in both urban and rural settings. This will also insure that all personnel receive appropriate and consistent training.

The training requirements of personnel are as follows:

EMT-Basic

1. Didactic: 110 hours; and,
2. Clinical: Satisfactory completion of a minimum of 8 hours in a hospital Emergency Department, during which clinical skills as required by the Division are performed under direct supervision of a clinical preceptor; and,

3. Exams Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Intermediate

1. Didactic: 76 hours; and,
2. Clinical: Satisfactory completion of a minimum of 44 hours, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
3. Exam: Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Paramedic

1. Didactic: 255 hours; and,
2. Clinical: Satisfactory completion of a minimum of 240 hours distributed among hospital clinical areas as prescribed by the State of Oregon, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor.
3. Field Internship- Satisfactory completion of a minimum of 200 hours, to include at least 40 ambulance calls; no less than 10 each in cardiac, respiratory, general medical, and trauma emergencies, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
4. Exam: Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

b. Dispatcher Training:

All dispatchers are trained to meet Emergency Medical Dispatcher (EMD) standards set forth by the State Board on Public Safety Standards and Training.

N. Hospital Resources

Within Multnomah County there are ten hospitals offering emergency medical services: Bess Kaiser Permanente, Eastmoreland Hospital, Legacy Emanuel Hospital, Legacy Good Samaritan Hospital, Legacy Mount Hood Medical Center, Veterans Affairs Medical Center, Woodland Park Hospital, and The University Hospital. The Level 1 trauma centers serving Multnomah County are the Oregon Health Sciences University

Table 3

MULTNOMAH COUNTY 1994 Hospital Data				
Hospital	Total Beds	E.D. Beds	Monthly E.D. Pt. Volume	Heliport
Bess Kaiser Medical Center	220	26	2750	no
Eastmoreland Hospital	100	9	680	no
Legacy Emanuel Hospital & Health Center	554	23	2900	yes
Legacy Good Samaritan Hospital & Medical Center	539	9	1750	no
Legacy Mount Hood Medical Center	108	9	2000	yes
Oregon Health Sciences University Hospital	360	17	2600	yes
Portland Adventist Medical Center	302	12	2400	yes
Providence Medical Center	397	17	3000	yes
Veterans Affairs Medical Center	300	15	1500	no
Woodland Park Hospital	150	9	1200	no

Source: Survey by The Abaris Group, November 1994

Hospital (OHSU) Center and Legacy Emanuel Hospital. The OHSU hospital also functions as the Medical Resource Hospital (MRH) for the county. Paramedics are required to consult with the MRH for certain treatment orders, however, paramedics in Oregon rely extensively on standing orders. An overview of hospital information is provided in Table 3.

P. Communications

1. System Users

Multnomah County is served through a single 9-1-1/PSAP accessible by callers through enhanced 9-1-1. EMS contracts with The Bureau of Emergency Communications (BOEC) for emergency medical triage, pre-arrival instructions, and contract ambulance dispatch. BOEC provides the same services for all police departments, fire departments and districts in the county.

BOEC will continue to provide 24-hour per day staffing of communications personnel for 9-1-1/PSAP answering of telephone for police, fire and medical service requests for the majority of the Multnomah ASA. There is sufficient staffing such that no more than 5.5 percent of the calls will be delayed more than 20 seconds during any one 28-day reporting period.

9-1-1 medical calls are initially processed by call-takers who use the EMS-approved, call-triage guide to determine the nature of the call and the level of emergency or non-emergency response required. Under County rules, if a person calls any ambulance company and requests service, the company must triage that request using the same triage guide that is used at the BOEC and then, if the request is determined an emergency per the triage guide, pass the call information to BOEC for response.

Future EMS dispatching will be governed by a set of protocols and procedures recommended by the EMS Medical Director.

2. System Components

Multnomah County EMS contractors are currently using the following categories of frequencies for EMS communications:

- . Ambulance Dispatch: 800 MHZ (trunked) and MDT
- . MRH/Vehicle: 800 MHZ (trunked)
- . Vehicle/Vehicle: 800 MHZ (trunked) and MDT
- . Ambulance/Receiving Hospital: Communication between ambulance and receiving hospital is communicated on (VHF) HEAR (155.340 MHZ) and 800 MHZ (trunked)
- . Fire Vehicles: 800 MHZ (trunked)

MCI communication is done on 800 MHZ (trunked) and (UHF) MED NET 1 (463.000)

Each ambulance unit and fire unit will be equipped with a mobile data terminal (MDT) for communication with dispatch and CAD system and an Automated Vehicle Locator or (AVL).

Q. Transportation

1. Transportation to Specialty Care Facilities

Multnomah County is served by one regional burn center at Legacy Emmanuel Hospital and the two regional trauma centers. Patients with these special needs are triaged and stabilized within the Multnomah County hospital system. If advanced specialty care is necessary, patients are usually then transported to one of the regional trauma, burn centers or other specialty centers.

2. Air Medical Transport

Air medical transport in Multnomah County is provided for by Life Flight, based out of Legacy Emmanuel Hospital in Multnomah County. Life Flight helicopters operate within a 100-mile radius of Portland. Life Flight flies a BK117 and Bell 230 aircraft with each having the capability of carrying two patients as well as a BO105 used as backup during periods of maintenance. In addition, Life Flight operates a medical fixed wing Mitsubishi MU-2I to be used outside the hospital radius which it contracts from Premier Jets in Hillsboro.

The Oregon Air National Guard, operating out of Salem, Oregon also assists with search and rescue missions within Multnomah County. The Air Force Reserve Unit (304th) also assists with search and rescue, providing transfers only. Both of these entities do not compete with Life Flight.

3. Special Transportation

The county area is served by private ambulance critical care transport units.

4. Multi-Casualty Transportation

Multnomah County has mutual-aid agreements signed with surrounding counties to assist in multi-casualty transportation.

R. Ambulance Data for Multnomah County

There were a total of 39,045 logged calls and 22,869 transports in the franchise zone during 1993. Currently, the ASA is served by approximately 18-20 ALS ambulances, two privately-owned helicopters and one medical fixed-wing plane.

ATTACHMENT I
DEFINITIONS

ATTACHMENT I**DEFINITIONS**

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

Advanced Life Support (ALS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 and one of whom must be certified at or above the level of an EMT 3 as defined in ORS 823.020, and which meets the requirements of OAR 333-28-050(2) or 333-28-052(2).

Ambulance - means any privately or publicly owned motor vehicle, aircraft or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advance life support ambulance. (OAR 333-28-000)

Ambulance Contractor or Ambulance Service Contractor - means a contractor of "ambulance services" as defined by ORS 823.305.

Ambulance Service - An ambulance service is a private or public organization or individual providing an ambulance for use in emergency service or a situation which has the potential of becoming an emergency and as defined by ORS 823.305.

Ambulance Service Area and/or "ASA" - means a specific geographic area of Multnomah County which is served by one ambulance service contractor.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

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

Basic Life Support (BLS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 as defined in ORS 823.020 and which meets the requirements of OAR 333-28-050(1) or 333-28-052(1).

Board - means the Board of Commissioners for Multnomah County, Oregon.

BOEC - Bureau of Emergency Communications, the facility operated by the City of Portland Communications Department which operates the 9-1-1/PSAP and the first responder dispatch services for the majority of the Multnomah ASA.

Code-1 Call - Any non Code-3 or Code-2 request for service which are scheduled or unscheduled where a physician has determined a need for an ambulance because of a potential for an emergency.

Code-2 Call - Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy, requiring the immediate dispatch of an ambulance without

the use of lights and sirens.

Code-3 Call - Any request for service perceived or actual life threatening, as determined by dispatch personnel, in accordance with County policy, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch or CAD - Computer-Aided Dispatch system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Contract Compliance and Rate Review Committee - A committee which evaluates ambulance contract compliance, reviews levies of penalties for non-compliance and reviews appropriate rate requests.

Contract Emergency Ambulance - means a vehicle, meeting the definition of "ambulance" as defined in OAR 333-28-000 and licensed by the County to respond to emergency medical calls.

Contractor - means the ultimate entity that is awarded a contract to operate the Multnomah ASA franchise.

County - means Multnomah County, Oregon

CQI - Continuous Quality Improvement

Department - means the Multnomah County EMS Department.

EMS Contractor - means a contractor of emergency medical services.

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

Emergency Ambulance Service - means the provision of advanced or basic life support, and transportation by ambulance, if appropriate, to respond to all medical emergencies, but the term does not include first responder services.

Emergency Call - A request for an ambulance to transport or assist a person in apparent sudden need of medical attention, or to assist a person who has the potential for sudden need of medical attention, or in a medical emergency as determined by a physician, to transport blood, any therapeutic device, accessory to such device or tissue or organ for transplant.

Emergency Care - means the performance of acts or procedures under emergency conditions in the observation, care, and counsel of the ill, injured or disabled; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in prehospital emergency care. However, "emergency care" does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.

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

Emergency Medical Services (EMS) - means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

Emergency Medical Technician - means a person who has received formal training in prehospital emergency care and is state-certified to attend any ill, injured or disabled person. Police officers, fire fighters, funeral home employees and other personnel serving in a dual capacity, one of which meets the definition of "emergency medical technician" are "emergency medical technicians" within the meaning of ORS Chapter 823.

Emergency Medical Technician -Basic (or EMT-B) - Ambulance personnel as defined in the OAR 333-580-000.

Emergency Medical Technician- Intermediate - Personnel as defined in the OAR 333-580-000

Emergency Medical Technician - Paramedic (or EMT-P) - Personnel as defined in the OAR 333-580-000

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

Franchise - means a right granted by the Board after a competitive request for proposal process to provide ambulance services as defined by ORS 823.305 on an exclusive basis but subject to the limits and conditions of this Plan. Assignment of as ASA to a rural fire protection district pursuant to Sections 7-1 (A)(1) and (2) of this Plan shall be considered a franchise.

Frontier Area - is a areas within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Geographical Based Information System (GIS). A state and county mapping system used to integrate data and geographical boundaries.

Governing Law - are the State of Oregon approved Multnomah County Ambulance Service Area (ASA) Plan, ORS Chapter 823, Health Division Rules (Oregon Administrative Rules Chapter 333, Division 28), County ordinances, RFP requirements, rules and County medical control procedures and protocols, which are incorporated into this RFP by reference, which set forth the requirements for service in this RFP.

Lock Box Account - A specially designed bank checking account meeting the standards of the County, that is used to deposit accounts receivables, which are held "in trust" for a defined period of time, in the event of a breach or default of contract.

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

Medical Director - A physician with experience in emergency medical systems who provides medical oversight to the Multnomah County EMS System.

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

Mileage - Actual mileage traveled when transporting a patient(s).

Notification Time - means the length of time between the initial receipt of the request for emergency medical service by either a contractor or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service contractors.

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

On-Scene Time - The time an ambulance arrives at the location requested.

Physician - Any person duly licensed to practice medicine in the State of Oregon.

Public Safety Answering Point (PSAP/9-1-1) - means the organization that answers calls for police, fire and emergency medical assistance that are received from persons dialing 9-1-1.

Proposer - means the applicant under this RFP process.

Response Time - means the length of time between the notification of each contractor and the arrival of each contractor's emergency medical service unit(s) at the incident scene.

Rural Area - is an area within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Staffed - means qualified persons, physically located at or immediately accessible to an ambulance contractor's base of operation within an ASA, available on a 24-hour basis.

Supervising Physician - means an M.D. or D.O. licensed under ORS Chapter 677, actively registered and in good standing with the Board of Medical Examiners, and approved by the Division, who provides direction of emergency care provided by EMTs.

System Status Management Plan - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

Three-Way Lease - A financing tool for all equipment used in the ambulance franchise, allowing the third party (i.e., County) to take responsibility and/or control of all costs should there be a default or breach.

Urban Area - is an area within an ASA which is designated as such in the map in Attachment III of this RFP.

ATTACHMENT II
MULTNOMAH COUNTY AREA
Public Safety Contacts

ATTACHMENT II

MULTNOMAH COUNTY AREA

Public Safety Contacts

David Long
Operations Administration
Emanuel Hospital Life Flight
2801 N Gantenbein
Portland, Oregon 97215
503/280-4239

Dave Phillips
EMS Coordinator
Gresham Fire Bureau
1333 NW Eastman Parkway
Gresham, Oregon 97030-3825
503/669-2567
503/666-8330 (Fax)

Tom Steinman
EMS Coordinator
Portland Fire Rescue
50 SW Ash
Portland, Oregon 97201
503/823-3885
503/823-3880 (Fax)

Sherrill Whittemore, Acting Director
PSAP Bureau of Emergency Communication
9911 SE Bush
Portland, Oregon 94266-2505
503/823-0911
503/762-0334 (Fax)

ATTACHMENT III
MAPS OF RESPONSE AREAS

ATTACHMENT IV
MULTNOMAH COUNTY
AMBULANCE SERVICE AREA (ASA) PLAN

ATTACHMENT V

PROPOSED AMBULANCE FRANCHISE CONTRACT

ATTACHMENT VI
SAMPLE QUALITY INDICATORS

ATTACHMENT VI

SAMPLE PREHOSPITAL QUALITY INDICATORS

I. Indicators

A. Dispatch related

1. Any failure to respond to request for EMS
 - (a) Any delay in dispatch
2. Discrepancy between dispatch and transport priority
 - (a) Evaluation of specific dispatch performance and tape review when any stat transport occurs where the initial dispatch priority is less than an equivalent priority.
3. Multiple responses to the same address during the previous shift
 - (a) Specifically, this is cross-linked to on-line tape review of call-in procedure and field assessment forms to evaluate paramedic field performance.
4. Dispatch delays
 - (a) > 1 minute from receipt of 911 request to unit alert
 - (b) > 1 minute from receipt of unit alert to unit enroute
5. In an all ALS system - any BLS turnover (to insure base hospital involvement and compliance with policy)

B. On-Scene Times

1. Any trauma patient with a on-scene time > 10 minutes
2. Any respiratory distress patient with a on-scene time > 10 minutes
3. Any prehospital patient with a on-scene time > 20 minutes

C. Non-Transported Patients

1. Any patient contacted, evaluated or treated by prehospital personnel who was not transported to the hospital
2. Any patient signed out AMA without base hospital approval
3. Any request for emergency dispatch of a high priority (in a system using priority dispatch), that does not result in the transportation of a patient to the hospital

D. Documentation related

1. Any patient transported by EMS for whom a copy of the ambulance run report is not left in the E.D. medical record

E. Field treatment related

1. Complications of procedures
 - (a) any endotracheal intubation attempt that results in a major complication (i.e. unrecognized esophageal intubation)
 2. Medication errors
 3. Delay in a procedure (i.e. defibrillation in ventricular fibrillation)
-

- 4. Deviation from treatment protocols in the setting of radio failure
 - 5. Prehospital destination not in compliance with policy
 - (a) Prehospital diversion
 - F. Specific situations
 - 1. All pediatric cardiac arrests
 - 2. All intraosseous lines
 - G. Trauma system related
 - 1. Deaths in patients with high "probability of survival"
 - (a) all deaths with a high probability of survival by TRISS method
 - 2. ACS trauma audit filters
 - 3. ACEP Trauma Care System Prehospital Indicators
 - H. Complaints and incident reports
- II. Rate Based Indicators (Standard of Compliance/Threshold)**
- A. Dispatch related
 - 1. Dispatch intervals
 - (a) $90\% \leq 1$ minute from receipt of 911 request to unit alert
 - (b) $90\% \leq 1$ minute from receipt of unit alert to unit enroute
 - 2. Response time interval
 - (a) Urban
 - (1) $90\% < 8$ minutes
 - (2) > 15 minutes
 - (b) Rural
 - (1) $90\% < 20$ minutes
 - 3. Distribution of patient destination by presumptive patient code analysis
 - B. Field treatment related
 - 1. Success rates with procedures
 - (a) $\geq 90\%$ success rate with oral endotracheal intubation
 - (b) $\geq 90\%$ success rate with peripheral IV's
 - C. Documentation
 - 1. 100% of prehospital patients have copy of PCR left at the hospital
 - 2. $\geq 95\%$ of prehospital patients have PCR completed with all required information
 - D. Trauma system related
 - 1. Scene times
 - (a) $\geq 95\%$ of trauma patients have a scene time < 10 minutes
 - E. Outcome data
 - 1. EMT defib.. program
 - 2. Prehospital cardiac arrest
-

(a) witnessed V. Fib. arrest of cardiac etiology discharged alive rate

Source: B. Holyroyd, Quality Improvement Indicators, Fresno, CA. 1991.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

<i>In the Matter of Approval of</i>)	
<i>Emergency Medical Services'</i>)	R E S O L U T I O N
<i>Request for Proposals for</i>)	94-249
<i>Emergency Ambulance Service</i>)	

WHEREAS, Multnomah County Emergency Medical Services Division, under compliance with the Ambulance Service Plan, intends to contract for emergency ambulance service; and

WHEREAS, the Multnomah County Board of Commissioners required that the Division's Request for Proposals for such service be approved by the Board; and

WHEREAS, the final Request for Proposals is now submitted for Board approval; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Emergency Medical Services' Request for Proposals for Emergency Ambulance Service is approved.

APPROVED this 22nd day of December, 1994.

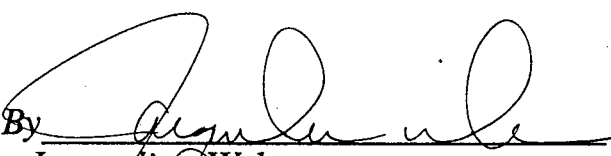


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By 

Jacqueline Weber

MULTNOMAH COUNTY

EMERGENCY MEDICAL SERVICES ADMINISTRATION

REQUEST FOR PROPOSAL P990-37-0029

for the provision of

EMERGENCY AMBULANCE SERVICE



**MULTNOMAH
COUNTY**

January 6, 1995



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

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PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

January 6, 1995

Dear Prospective Proposer:

Enclosed is a detailed proposal package by which Multnomah County seeks to procure a contractor for an emergency ambulance system.

It is the County's goal to provide an integrated pre-hospital advanced life support system in the most cost-efficient method available.

The proposal package is provided in the following sections:

Section I	Overview
Section II	Scope of Service
Section III	"Fail Safe" Franchise Components
Section IV	Proposal Requirements
Section V	Performance Requirements
Section VI	Proposal Evaluation Process
Section VII	Overview of Multnomah County

A non-binding Letter of Intent is due on February 1, 1995, at 12:00 noon, to remain active in the consideration for selection.

We invite your submission of a proposal as specified in the proposal package. All proposers must participate in our Proposer's Conference at 10:00 a.m. on January 26, 1995, at The

Oregon Medical Association, 5210 SW Corbett, Portland, OR. Attendance is mandatory. Attendees to the Proposer's Conference are encouraged to submit written questions in advance. After the Proposer's Conference, only written questions will be accepted. The deadline for submitting questions is February 15, 1995. If, in the opinion of County Purchasing, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all individuals, organizations, firms, and corporations having taken out the RFP. Oral instructions or information concerning the specification on the project, given out by County managers, employees or agents to prospective applicants shall not bind Multnomah County. All addenda shall be issued by the Purchasing Director no later than five (5) days prior to the proposal deadline.

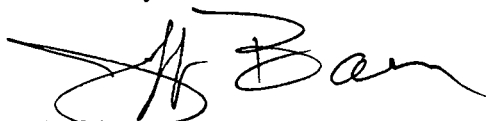
One (1) original plus 10 copies of the application are required. All proposals shall be tabbed by major sections and are limited to 200 pages for the proposal and 200 pages for the appendices. Proposals are due no later than 4:00 p.m., March 27, 1995, and cover letters are due by 4:00 p.m., April 17, 1994. All proposals and cover letters that are not stamped by the appropriate deadline will be considered late and will be returned to the proposer unopened. The delivery location for this RFP and all contacts shall be made through:

Jeff Baer, Buyer
Multnomah County Purchasing
2505 SE 11th Avenue
Portland, OR 97202
503-248-5111
FAX 503-248-3252

Postmarks are not acceptable. Proposals received after the deadline will not be considered.

We thank you for your interest and look forward to a comprehensive proposal from your organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Baer', is written over a horizontal line.

Jeff Baer, Buyer
Multnomah County Purchasing

MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES
REQUEST FOR PROPOSAL

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MULTNOMAH COUNTY
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MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES

REQUEST FOR PROPOSAL

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MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES

REQUEST FOR PROPOSAL

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MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES
REQUEST FOR PROPOSAL

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SECTION I
OVERVIEW

**MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES**

REQUEST FOR PROPOSAL

Section I - Overview

A. Overview of Request for Proposal (RFP)

Multnomah County, Oregon hereby solicits proposals from experienced and qualified organizations to provide emergency ambulance service to an exclusive ambulance franchise zone in the area known as the Multnomah Ambulance Service Area (ASA). Multnomah County is a county of 465 square miles and an estimated population of 618,600 in 1994. The ASA encompasses nearly the entire county with a few geographical areas excluded due to their ability to be better served by adjoining counties. The service area includes the cities of: Portland (population 471,325), Gresham (population 73,185), Troutdale (population 9,410), Fairview (population 3,735), Wood Village (population 2,920), Maywood Park (population 780), and the surrounding unincorporated areas (approximate population 53,300).

This procurement will establish a franchise for emergency ambulance service including, but not limited to, all ambulance calls requiring lights and sirens, hereafter referred to as Code-3 calls, all ambulance calls requiring an immediate and urgent response without lights and sirens, hereafter referred to as Code-2 calls, requested through any 9-1-1 dispatch center or from a seven-digit number. Dispatch services will be provided by the City of Portland, Bureau of Emergency Communication (BOEC). Staffing of a System Status Plan Coordinator by the ambulance provider will be required.

This procurement does not contemplate the franchise's coverage for non-emergency or scheduled calls for transportation where an emergency or potential for emergency does not exist.

Proposers must meet all credential requirements and scope of service requirements as listed in Section IV of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration.

For further listing of definitions for the RFP, please see Attachment I.

The initial contract period will be for five (5) years and may be extended by mutual agreement for a three (3) year period and a subsequent two (2) year period. Superior performance may be awarded an extension or extensions. A lack of compliance with minimal standards will result in dismissal.

This is a performance-based franchise agreement, operating under the "Fail Safe" franchise model successfully in place in other communities throughout the country. Details regarding the franchise model, performance standards and other details of the scope of services requested are described in this Request for Proposal.

B. RFP and Other Fees

To assist with defraying the costs of conducting the RFP process, a \$50 non-refundable fee will apply to all those requesting a copy of the RFP document and a \$5,000 non-refundable fee will apply for all applicants submitting a proposal. The application fee shall be submitted in the form of a cashier's check, made payable to Multnomah County. A proposal that is not accompanied by the application fee will be considered incomplete and not processed further.

The provider shall be expected to continue the practice of provider support to the EMS Office. The contractor's portion of the EMS office cost is estimated at \$300,000 during the first year of operation. The provider is also expected to pay to the City of Portland a fee for maintenance and system access for the 800 MHZ and MDT system. Their fees are estimated at \$860/ambulance unit per year.

C. Timetable

<u>Event</u>	<u>Date</u>
RFP Document Available	January 6, 1995
Proposer's Conference	10:00 a.m. on January 26, 1995
Proposer's Letter of Intent Due	4:00 pm on February 1, 1995
Proposals Due	4:00 pm on March 27, 1995
Cover Letter Due	4:00 pm on April 17, 1995
Review of Credentials/Proposals	April 17 - May 18, 1995
Recommendations to the Health Officer	May 19, 1995
Announcement of Standing	May 19, 1995
Tentative Award by Board of Commissioners	May 26, 1995
Last Day to Appeal	June 2, 1995
Negotiation of Contract	May 26 - June 13, 1995

Approval of Contract by Board of Commissioners

June 15, 1995

Implementation

July - September 1995

D. Term of Contract/Renewal Provisions

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m., September 1, 1995 and terminate at midnight August 31, 2000, unless extended, as provided for herein.

Any decision regarding possible renewal of this contract or any extension thereof shall be made at least 12 months prior to the scheduled termination date, so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new contractor at least 6 months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, managed-care and DRG transport contracts, and other contracts previously serviced by the outgoing Contractor.

It is understood that unforeseeable factors may affect the future operation of the franchise. These factors may include health-care reform, ambulance-cost factors (i.e. transportation costs) and other elements of the economy which may substantially affect franchise operations. The RFP describes documentation and request methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.

E. Response Data

There were approximately 39,045 9-1-1 and 7 digit initiated emergency calls in the Multnomah ASA during 1993. Of these calls, approximately 22,869 resulted in transportation of the patient. Further detailed data is provided in Section VII of the RFP.

F. Minimum Requirements for Review

All proposals will be initially screened by the County Purchasing Section for completeness. Proposals that are not complete and do not meet the RFP requirements will be considered non-responsive and not further considered. The proposer who meets the credential requirements and who submits the highest ranked proposal will be recommended to the Board of Commissioners. The Board will either select a proposer or reject all proposals. A service contract will be offered to the selected proposer.

G. Cost, Revenue and Charge Review

A significant emphasis on the selection process will be placed on cost, revenue and charge considerations. These include: the quality and reasonableness of projections, description and commitment to provide verifiable revenue sources, and other patient revenue and patient charge projections.

The ultimate objective of the review process is to define the provider who best meets the scope of service of this RFP, who is best able to sustain the service over the life of the franchise, and has the most accurate analysis of costs and verifiable sources of revenue. Patient charges are a major component of establishing and maintaining a stable and long-term ambulance franchise. Excessively low-charge proposals, not justified in the RFP, will risk being defined as a "low-ball" proposal and being subject to exclusion. Charges that are below the Medicare "prevailing" charges will be carefully scrutinized. Costs to the patients, as represented by patient charges, however, will remain a key consideration within this framework

H. Contract Compliance and Rate Regulation Committee

Monitoring of the contract awarded as a result of this solicitation, will be conducted by the Multnomah County EMS Office with input from the Contract Compliance and Rate Regulation Committee. The Committee will meet regularly and review the response time and other performance parameters of the Contractor and review appropriate rate requests. The Contractor will be required to have their chief operating officer, or the appropriate related position, attend at least 50 percent of the meetings of the Contract Compliance Committee.

I. County EMS Medical Director

The County has designated an EMS Medical Director to provide EMT supervision, medical direction and oversight to the medical components to the EMS system including ambulance service. Contractor will be responsible for adhering to the EMS Medical Director's policies, participating in the Medical Director's audit process and participating in medically related research as defined. The Medical Director shall serve as the physician supervisor of record for all pre-hospital EMT. Specifics on the duties of the Medical Director shall be found in the Multnomah County EMS Ordinance.

J. Confidentiality

Multnomah County is subject to the Oregon Revised Statutes relating to public records (ORS 192.001 - 192.530). The RFP herein designates that the following RFP materials shall be submitted in confidence, shall remain confidential, and are exempt from disclosure to the extent allowed by law:

1. historical financial information of the proposing firm or entity; and,

2. materials related to the background investigation of the firm conducted under the RFP process.

All pages containing the above information shall be marked "confidential." Proposers who desire that additional information be treated as confidential must mark those pages as "confidential," cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality.

All such requests will be evaluated by Multnomah County. Should a legal challenge occur regarding a specific proposer's request for confidentiality, it shall be the proposer's responsibility to defend such challenges. The County reserves the right to disclose part or all of the information determined not to meet the exemptions in ORS 192.501-502; to determine additional information confidential on an individual submittal basis; or, determine confidential additional categories of information applicable to all submittals.

SECTION II
SCOPE OF SERVICE

MULTNOMAH COUNTY EMERGENCY AMBULANCE SERVICES

Section II - Scope of Service

A. Ambulance Service Area

The response area to be served by this RFP is the "Multnomah Ambulance Service Area" (ASA) as approved by the State of Oregon.

B. Exceptions to the Service Area

The exception areas of the county are areas best served by ambulance contractors from other adjoining counties or service by the Contractor to other counties, pursuant to intergovernmental agreement(s). Exceptions to the service area are as follows:

1. Areas within Multnomah County not included in the Multnomah ASA:

- a. The community of Dunthorpe;
- b. Portions of Multnomah County located in Lake Oswego;
- c. The Skyline area in the northwest portion of the county;
- d. The area adjacent to Columbia County served by Highway 30; and,
- e. Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties.

2. Areas outside of Multnomah County that are included in the Multnomah County ASA:

- a. The North end of Sauvie Island located in Columbia County; and,
- b. Portions of the City of Portland located in Washington County.

Intergovernmental agreements pursued by adjoining counties or Multnomah County will state the performance standards and monitoring process to assure coordination with these areas of the franchise.

Attachment III provides maps depicting the response area, fire districts and urban growth boundary and their relationships to the County as a whole. Proposers shall plan to locate the number and types of ambulances throughout the region in order to maximally meet the performance standards under the contractor's County-approved System Status Plan.

C. Overview of the Area

Generally, the area to be served is bordered on the north by the Columbia River or Clark County, Washington and extends from Bonneville to the north tip of Sauvie Island; on the east it borders Hood River County; on the south it borders Clackamas County; and on the west it borders Washington County with the Skyline area inside Multnomah County excluded. With the geographical exceptions and additions to the Multnomah ASA, the 1994 estimated ASA population is 600,000.

There is one 9-1-1 call-answering point in Multnomah County. The 9-1-1 center, operated by the City of Portland and known as the Bureau of Emergency Communications (BOEC), answers and dispatches the appropriate first responder and ambulance service. The number of responses for 9-1-1 Public Safety Answering Point (PSAP) and seven-digit emergency ambulance calls within the Multnomah ASA during 1993 was 39,045. The number of patients transported was 22,869.

These call and transport figures must be used as a basis for preparing and comparing proposals. However, no promise or guarantee is made that these figures will accurately reflect actual conditions to be encountered in the ASA during the term of the franchise, or that revenues will reach particular levels.

The proposed ambulance system as described will be a total fee-for-service franchise. That is, the proposer should not expect any subsidy from the County or any of the cities within the County, unless the cities are a sponsoring agency of the proposer.

D. General Requirements and Governing Law

Oregon Revised Statutes (ORS) Chapter 823 requires counties to establish ambulance service areas consistent with a plan for the efficient and effective provision of ambulance service. The Oregon Health Division is the agency responsible for administering ORS Chapter 823 and has approved the Multnomah County Ambulance Service Plan. The Plan, ORS Chapter 823, and Health Division Rules (Oregon Administrative Rules Chapter 333, Division 250); County ordinances, and rules, the County medical policies procedures and protocols, are incorporated into this RFP by reference. Together with this RFP, they set forth the requirements for service in Multnomah County, and all proposers shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

E. Response Time Zones and Standards

1. General

It is the proposer's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the ambulance contractor receives the location of the call and the nature of the call, whether that information is received by voice or by automatic data transmission, until the time the contractor arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) unit. All response times are measured in seconds, not whole minutes. Arrival on the scene of a first-responder unit shall not serve to stop the ambulance response-time clock. All emergency dispatch services and times will be provided and documented by the Bureau of Emergency Communications.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Proposers are advised that service to the Multnomah ASA must be at or above the level of service as defined in this RFP throughout the ASA. Monitoring of this requirement will include CAD data submitted by BOEC, and oversight by Multnomah County and the Contract Compliance Committee. To become familiar with unique requirements of the region, proposers are urged to contact the various public safety and fire departments/districts in the region. A list of contact persons is listed in Attachment II.

2. Code-3 Calls

Contractor must provide 24-hour, 365-day per year coverage for all Code-3 requests for service for the term of the contract, as defined by medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and

sirens for presumed life-threatening or non life-threatening conditions. The contractor must guarantee response times as specified below:

Urban	90 percent of all calls in 8:00 minutes or less
Rural	90 percent of all calls in 20:00 minutes or less
Frontier	Calls will be responded to in an expeditious, "best - effort" manner. Immediate response to dispatch to frontier areas is required.

For a map of response zones, please see Attachment III. A sample of communities by zones (not necessarily a complete list) is provided below:

Urban

The following communities are located within this zone:

Portland
Gresham
Troutdale
Fairview
Wood Village
Maywood Park

Rural

The following communities are located within this zone:

Sauvie Island
Corbett
Areas East of Corbett along the Columbia River

Frontier

The following area is located in this zone:

Bull Run Water Shed

Note: Parts of the County are rural and frontier. Proposers should familiarize themselves with population densities and other factors so as to provide effective and prompt emergency ambulance service.

3. Code-2 Calls

Code-2 calls are not a current practice in Multnomah County. There is no guarantee that the County will develop such a plan, however, Contractor is advised that the possibility for a Code-2 system exists. Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and sirens but requires an immediate response due to a presumption of an urgent but non-life-threatening medical condition.

Currently, all 9-1-1/PSAP calls are dispatched Code-3. There are no current formal Code-2 protocols for dispatch unless a call is intentionally downgraded by a Multnomah County approved requesting party (e.g., first-responder agency, 9-1-1/PSAP). Any Code-2 protocol developed for use by the Contractor will be developed in concert with the first responders, BOEC, and other agencies in the service area.

The Contractor must respond immediately to all Code-2 requests. Each month the Contractor must arrive within 15 minutes on 90 percent of the calls for urban areas, 90 percent within 40 minutes for rural areas. Frontier areas will be responded to on a "best-effort" basis.

4. Dispatch Services

Ambulances available for dispatch must acknowledge dispatch notification within 30 seconds, and the unit shall be enroute within one minute of notification for a total time not to exceed 90 seconds, 90 percent of the time.

F. Penalties

1. Code-3 Calls

Contractor shall not refer calls to another agency. In the event that a contractor is not able to respond to all calls and that call goes to another agency or to a Basic Life Support (BLS) transport unit (Paramedic level response is required for all requests in the franchise zone), there will be a \$1,000 per call penalty for that referral.

For those months that the Contractor fails to respond to 90 percent of all urban Code-3 calls within a time period specified under Response Time Zones and Standards, the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For those months that the Contractor fails to meet the 90 percent standard, a \$200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for the urban zone.

The County will use a consecutive 100-count system for determining Contractor's compliance with contract requirements in rural zones. For each set of 100 calls that the

Contractor fails to respond to 90 percent of the time within a time period specified under Response Time Zones and Standards, the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For each set of 100 ambulance calls that the Contractor fails to meet the 90 percent standard, a \$200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for the rural zone. Significant response problems in rural areas not yet achieving a 100 count will be significantly scrutinized.

For contract monitoring purposes, each individual zone (i.e. Urban, Rural) shall have a maximum specified response time. For every Code-3 call where the ambulance fails to arrive within the maximum specified time (maximum Code-3 times are: 12 minutes - Urban, 45 minutes-Rural), the penalty will be \$20 per excess minute (e.g., call response times of 12:00-12:59 minutes shall be fined \$20, 13:00-13:59 minutes shall be fined \$40). Calls referred to another agency will be included as part of the response-time requirements.

Alternative Code-3 response-time parameters provided in collaboration with ALS first-responder agencies may be considered in the future after a pilot study, to the extent they document:

- (1) clear research methodology during the pilot phase;
- (2) written agreements including performance standards with first responders;
- (3) written policies on how the alternative performance standard would be implemented;
- (4) methods to evaluate results of the pilot study; and,
- (5) Cost-efficient outcomes.

Such pilot studies are completely at the discretion of Multnomah County. Pilot program initiation will not be permitted for the first 180 days of the contract. The process for implementing a pilot program will be developed by Multnomah County EMS.

2. Code-2 Calls

Multnomah County expects the Contractor to meet or exceed the above listed response times on an overall basis each month. For each month in which the Contractor fails to meet the 90 percent standard on urban Code-2 calls, a \$200 financial penalty for each one-tenth of a percentage point less than the 90 percent standard shall be assessed for the urban zone. For each consecutive set of 100 ambulance calls that the Contractor fails to meet the 90 percent standard on rural Code-2 calls, a \$200 financial penalty for

each one-tenth of a percentage point less than 90 percent, will be assessed for the rural zone.

For contract monitoring purposes, each individual zone (e.g. Urban, Rural and Frontier) shall have a Code-2 maximum response time. For every Code-2 call where the ambulance fails to arrive within the maximum specified time (maximum times are: 25 minutes for Urban, 50 minutes for Rural), the penalty will be \$20 per excess minute for a maximum of \$400 per call. Calls referred to another agency will be included as part of the response- time requirements.

A summary of response time requirements is as follows:

Multnomah County Response Time Requirements Summary		
Area Classification	Code 3 Calls	Code 2 Calls
Urban	$\geq 90\%$ / < 8 minutes	$\geq 90\%$ / < 12 minutes
Rural	$\geq 90\%$ / < 20 minutes	$\geq 90\%$ / < 45 minutes
Frontier	"Best-Effort basis" with immediate dispatch required	"Best-Effort basis" with immediate dispatch required

3. Upgrades, Downgrades, Canceled Responses and Breakdowns.

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and penalties will be as follows:

a. Upgrades

If an assignment is upgraded prior to arrival of an ALS ambulance unit on the scene, the contractor's compliance and penalties will be calculated from the time the Code-3 call was upgraded by the 9-1-1/PSAP. The appropriate response-time standard for the zone involved will apply.

b. Downgrades

If a call is downgraded by the 9-1-1/PSAP or based on information from a 7-digit caller and, in accordance with County-approved dispatch protocols prior to arrival on the scene of the ALS ambulance unit, the contractor's compliance and penalties will be determined by:

- (1) If the time of downgrade occurs after the unit has exceeded the standard response time for the zone involved, the more stringent higher-priority standard will apply; or,
- (2) If the time of downgrade occurs before the unit has exceeded the standard response time for the zone involved, the less stringent lower priority standard will apply.
- (3) If the public safety answering point (PSAP) downgrades a call (e.g. Code 3 to Code 2), the above maximum response time will apply. However, the ambulance contractor will remain responsible for responding to such a downgraded call at the earliest possible time. For purposes of measuring contract compliance, each incident will be counted as one call dispatched only, no matter how many units respond to the incident.

c. Canceled Responses

If a call is canceled prior to the ALS unit arrival on the scene, the contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was canceled, the priority assigned to the response, and the standard for the zone involved.

d. Multiple Units/Break Downs

If multiple units are responding, then the additional unit's times are measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be \$500.

4. Waiver of Penalties/Grievances

The County reserves the right to individually exclude calls from the response-time or percentage calculation of penalties. On any one call, violation of the dispatch performance standard listed above will serve to limit such waivers. Failure to meet the overall dispatch-performance standard will be penalized at a \$100 financial penalty for each one-tenth of a percentage point less than 90 percent. The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. The proposer must specify in their proposal those exceptions for which an automatic exception is requested, if any. In addition, Multnomah County reserves the right to waive response-time penalties during the Initial Coverage Plan phase

(first 3 months). Proposer's shall specifically request such a waiver for consideration in the written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation.

5. Other Response-Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

Ambulance contractors will not be held responsible for response time performance on an emergency response to a location outside the ASA, unless it originates from any area which is serviced by the contractor pursuant to intergovernmental agreement. However, ambulance contractors shall use their best efforts in responding to mutual-aid calls. Responses to emergencies located outside the County will not be counted in the number of total calls dispatched used to determine monthly contract compliance statistics.

Any Code-3 or Code-2 call referred by the 9-1-1/PSAP to an outside agency shall be subject to a \$1,000 fine unless such referral is specifically part of a County-approved mutual-aid agreement. The referral fines may be waived by Multnomah County based on special circumstances. Chronic referral of such calls shall subject the contractor to a review of their System Status Plan. All referrals shall be subject to the response-time standards and penalties stated in this RFP.

The response times established are expressed in terms of the maximum allowable for the response time zones. Ambulance contractors shall provide services within each zone not to exceed these maximum allowable response times.

Penalties for failure to report "at-scene" times for calls will be assessed at \$300 for each incident. Such at-scene times shall be established from MDT data or radio transmissions identifying the scene time. If no at-scene time is reported, the call will be counted as late for purposes of the 90 percent on-time standard and subject to the compliance percentage applicable. A \$300 per call penalty will be the only penalty applied for that specific call. Penalties for willfully falsifying at-scene times by Contractor's field staff will be assessed at \$500 and by Contractor's management staff will be \$1,000 for each incident.

The following table summarizes fines and penalties listed in this RFP.

Multnomah County Summary of Fines and Penalties	
<u>Category</u>	<u>Charge</u>
1. Percentage response (Urban, Rural) below standard	\$200/tenth of percentage point
2. Maximum response time	\$20/excess minute (maximum \$400/call)
3. Code 2/3 referral to an outside agency	\$1,000
4. Referral to BLS unit	\$1,000
5. Wilfully falsifying response data by: a. field staff b. management staff	\$500 \$1,000
6. Breakdown of unit w/patient	\$500
7. Failure to call "at scene time"	\$300

7. Response Time Map Changes

The County may make amendments to the response-time map areas, provided that any such amendments shall be based upon the following criteria:

- a. "Urban" or "urban response zone" means those areas within the urban growth boundary of Multnomah County.
- b. "Rural " or "rural response zone" means those areas outside the urban growth boundary of Multnomah County.
- c. "Frontier area" which means minimally populated areas (e.g. Bull Run water shed) that are not urban or rural.

No such response-time map amendments shall be made without giving written notice and an opportunity for consultation to the contractor, fire departments/districts, and cities whose territory would be affected. Any

contractor, city, fire district or resident which disagrees with any such map amendments may appeal such action to the Board of Commissioners.

G. Term and General Nature of Franchise Contract

A proposer selected by the Board of Commissioners will be offered a contract to provide ambulance service pursuant to the terms of its proposal, the RFP and governing law for five years. The agreement may be renewed at the discretion of the Board for an additional three (3) year period and a subsequent two (2) year period under the following conditions:

1. both parties give notice of their intent to renew at least one year before the end of the contract term; and,
2. the contractor has been in substantial compliance with the terms of the contract for the most recent two-year period of the contract.

H. System Status Plan

System Status Plans shall be developed, submitted for approval and adhered to by the Contractor. Changes to the System Status Plan shall be reviewed and approved by the EMS Administration. The Plan shall be submitted to the EMS Administration on at least an annual basis. The maximum planned unit-hour utilization ratio (ratio of transports/unit-hour production) shall not exceed .40 for any regular scheduled unit. Higher efficiency levels may be proposed subject to approval of the County. County must be notified at least 30 days in advance of any change to the Plan. The County may waive this 30-day notice based on special circumstances.

All resources to be used in this franchise for ambulance service shall be included in this System Status Plan and Three-Way Lease.

I. Mutual Aid

The Contractor agrees to respond to all requests for dispatch and mutual-aid by Multnomah County. Should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g. in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform Multnomah County EMS. Multnomah County EMS will then assess the situation and take appropriate steps as necessary to rectify the inequity.

J. Equalization of Response Zones

The contractor and the County shall monitor the response times. If the contractor or the County finds that more than 10 percent of the Code-3 or Code-2 calls in any type of response zone are not responded to in the required timeframes in any 2 consecutive months (or 4 months of any 12-month period), contractor shall be required to make appropriate adjustments to the System Status Plan to rectify the problem.

K. Staffing Requirements

Responses to 100 percent of all Code-3 and Code-2 calls, within the contract area, shall be handled by a paramedic-level (EMT-P) ambulance. Staffing of each paramedic-level ambulance shall be at a minimum of two EMT-Ps per unit. A policy regarding uniforms shall be submitted by the Contractor to be approved by Multnomah County.

L. Driver Training Requirements

All ambulance personnel must complete a minimum of a 16-hour Emergency Vehicle Operations Course. This course must be repeated for a minimum of eight hours every two years. Multnomah County shall give prior approval to the curriculum of the Emergency Vehicle Operations' Course. This course requirement shall apply to all drivers prior to receiving approval as a driver in Multnomah County. All drivers employed by the Contractor upon contract award date shall have one year from the contract start date to complete the Emergency Vehicle Operations' Course. All drivers applying after that date shall be required to obtain training prior to driver certification. Those drivers who do not complete this requirement will not receive driver certification.

M. Dispatch Requirements

The 9-1-1/PSAP at BOEC will handle services for initial requests, notification and dispatching of Contractor and first-responder services. The specifics of the service provided is defined in the Intergovernmental Agreement between EMS and BOEC.

The Contractor shall also be required to provide a System Status Plan Coordinator, certified as an Emergency Medical Dispatcher (EMD) and knowledgeable about the contractor's System Status Plan. The purpose of the Coordinator is to facilitate the information flow to BOEC relative to available units and to suggest or provide posting locations. The Coordinator will not be responsible for any dispatch duties or for control, management or supervision of BOEC staff. The exact duties, responsibilities and physical location of the System Status Plan Coordinator will be defined in writing at the pre-proposal conference. The Coordinator may be located at the BOEC Dispatch Center or at the Contractor's communication center. Should the County's specifications (to be provided at the pre-proposal conference) allow for an off-site location, the Contractor shall be responsible for establishing a computer interface, meeting County and BOEC specifications, with the BOEC CAD system for

accomplishing the tasks required. Staffing may be 24 hours per day, 365 days per year or less as specified at the pre-proposal conference.

The onsite coordination or computer interface must allow the contractor to assume the following functions:

- (1) Preparation and updating unit postings and move-ups;
- (2) Preparation and updating posting tables (subject to County approval);
- (3) 24-hour monitoring of ambulance resources to insure compliance with the plan;
- (4) Maintaining a log of communications/dispatch issues needing County attention.

The County agrees to provide daily onsite review and oversight of ambulance dispatch issues and to assure early resolution of communication/dispatch issues.

Policies and procedures shall be developed by the Contractor and approved by Multnomah County for the staff and their utilization at the BOEC Dispatch Center.

N. Vehicle and Equipment Requirements

Proposers shall define and defend the minimum number of ambulance vehicles believed to be necessary to fulfill this contract. The Contractor shall provide at least a minimum number of vehicles which is defined as 133 percent of the vehicles required at the peak load of the System Status Plan. All vehicles shall be new at the time of initiation of this contract unless the proposer can supply an acceptable alternate plan. Each vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture. Each vehicle shall have a standard floor plan, approved by Multnomah County, and compatible with type I, II, III KKK models. Each unit should be a Type I, Type II, or Type III model, as defined by the above standards.

Each vehicle should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. Both the floor plan and maintenance program shall be submitted with the RFP response. Each vehicle should have a minimum interior height to allow for multiple patient transports and up to three-stretchered patients per vehicle. Each vehicle shall have markings approved or designed by Multnomah County to include 9-1-1 emergency number advertising. Each vehicle shall meet ambulance equipment standards of the State of Oregon and Multnomah County. All current stock ALS equipment (i.e., drug boxes, shock trousers, radios) shall be supplied at 110 percent of peak-load requests. Proposers shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls.

O. Data Collection and Evaluation Requirements

The Contractor shall be required to complete all forms and data reports required by the County to include field-assessment forms, and standardized data, as well as cooperate and participate in field research as requested including special medical and trauma studies. Data collection requirements shall be completed and submitted on a weekly basis or monthly as specified by Multnomah County. Additionally, reports to the Contract Compliance and Rate Regulation Committee may vary from month-to-month depending on specific issues that need to be addressed. These reports will include: response-time standards in a format proscribed by Multnomah County including the ability to sort by fire district, incidents of unit breakdowns, listing of calls referred to other agencies or to a BLS unit, "Level-0" time, mutual-aid response times, call downgrades or other reports used to determine contract compliance. Standard reports to the Contract Compliance Committee will be for activities of the month immediately prior.

In addition to hard copies, data shall be submitted to the County in computer format, in a manner and format proscribed by the County and compatible with the County's GIS mapping system.

P. Communications Requirements

The EMS radio system is part of a new 800 MHZ trunked system near completion in Multnomah County. The Contractor shall assure that each ambulance unit within the County, shall be equipped with appropriate emergency communication and alerting devices as specified by County. The standard emergency vehicle should include the ability to communicate at all times and locations with the 9-1-1/ PSAP at the BOEC Dispatch Center, (on approved 800 MHZ frequencies), and the ability to communicate with the Medical Resource Hospital, other hospitals, fire responders and public safety agencies.

A Mobile Data Terminal (MDT) and Automatic Vehicle Locator (AVL), meeting County specifications, are required for each responding ambulance. Contractor agrees to purchase the radio, AVL system and MDT as required and allow the City of Portland, Bureau of General Services, Communication Services Division to maintain the equipment. Surplus equipment from existing providers may be available. Additional details on the EMS communication system, dispatch procedures and surplus equipment will be available at the proposer's conference.

Contractor shall be responsible for contracting with the City of Portland for the maintenance of all radio equipment, except HEAR radios and cellular phones. An access fee for the communication system is to be provided for and payable to the City of Portland. The current fee is approximately \$860/unit per year.

It is understood that the rural nature of portions of Multnomah County makes radio communications limited in some locations. Current Multnomah County frequencies are provided in Attachment IV.

Each individual employee and supervisor should have the capability of carrying a pager off-duty for disaster recall or other use. Appropriate and professional radio communications are expected by field personnel.

Q. Multi-Casualty Response

The Contractor shall be required to develop a mechanism for immediate recall of staff for units during multi-casualty incidents (MCI), times of peak overload, or widespread disaster situations. This plan should include the ability of the Contractor to page and alert off-duty personnel.

R. Financial Requirements

Multnomah County expects proposers to establish, in their responses to the RFP, that proposers have a firm commitment to maintain:

1. sufficient financial capacity to commence all services listed in the RFP on or before September, 1995; and,
2. sufficient financial resources to maintain all services for at least the primary franchise period of five years.

It is incumbent upon the proposer to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the proposer :

1. understands and documents all costs associated with the franchise;
2. has documented and supported all revenue sources; and,
3. has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

Documents and required budget formats provided in this RFP are intended to assist with this determination. Failure to provide these documents, in the detail or at the level of documentation required, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the proposer's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial security instruments (e.g. bonds, letters of credit, etc.) to allow

the County to operate the franchise for a six-month period should a default and takeover occur. Any legal limitation or inability to meet the County standards must be explored by potential proposers and disclosed in the proposer's letter of intent.

Upon award of a contract, the Contractor shall charge only the charges authorized. Adjustment to the charges shall be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first year. All other changes to the rate structure must be approved by the Board of Commissioners through the Contract Compliance and Rate Regulation Committee based on substantial documentation of need. All documentation shall be provided based on a format supplied by the EMS Administration.

Proposers may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as the Contractor is not shifting additional costs to other franchise patients or their payors. Any form of capitation agreement with managed care organization must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third party payors in the area. No alternative pricing proposals will be allowed for the first six months of the contract.

S. Funding of ASA Supervision

County will furnish the state required medical supervision. The estimated total cost for the Medical Director is \$177,000. The fee to the contractor will be a prorated share of this amount based upon the number of EMTs employed by the Contractor. This amount is subject to adjustment based on the annual budget process.

The estimated fee to be charged to Contractor for supervision and administration of the ASA contract, and for the County quality assurance process will be \$250,000.

Each ambulance must be licensed in Multnomah County. The estimated fee per ambulance is \$500. The budget for the EMS Office is set by the Board of County Commissioners each year.

T. Other Requirements

1. "Move Up and Cover" Requirements

The Contractor shall agree to respond in a "move up and cover" capacity to other service areas outside the County, if so directed by BOEC.

2. Ambulance Plan and Policy Requirements

Contractor must comply with the provisions as specified in the Multnomah County Ambulance Service Area Plan approved by the State. This plan, the

RFP itself, coupled with the State of Oregon's EMS policy and procedures and other "governing law", defines the policy requirements of this contract. For a copy of the Multnomah ASA Plan see Attachment IV.

3. First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the contractor will be expected to document their experience and future program to coordinate with first responder agencies. The Contractor must demonstrate their ability to integrate their service with existing first responder, BOEC and allied agencies. Regular training programs provided by the contractor and scheduled coordination meetings with these agencies are required for rural first responder agencies. This training may be offered to urban responders. The Contractor must conduct an assessment of the medical training of first responders. Based on this assessment and approval by Multnomah County of a training plan, training programs must be provided for rural responders and must orient to the needs' assessment and be directed towards assisting first responders in meeting medical continuing education standards. Contractor must agree to participate in training on multiple-casualty incidents. All training shall be consistent with County medical control policies. Specific plans with regard to coordination and training must be provided in the response to the RFP.

4. Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within deadline established.

5. Supervision Requirement

Contractor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel at least once every six months. The supervisory personnel shall be in sufficient numbers to provide field evaluation and job supervision. Supervisory personnel will attend regular meetings with the EMS Administration as required.

Contractor shall provide, at a minimum, one (1) field supervisor available in Multnomah County 24 hours a day. This person shall be immediately available and in the field during the peak-load periods of the Systems Status Plan and immediately available to the field during other hours. The supervisor shall be dedicated solely to the Multnomah ASA and shall act as a liaison to the County and related public-safety agencies.

Typical duties shall include, but not be limited to automatic response to:

- (a) incidents requiring two or more ALS-unit response;
- (b) multi-casualty or disaster incidents;
- (c) hazardous materials incidents involving patient care; and,
- (d) life-threatening incidents in immediate area of supervisor at time of dispatch.

Policies, procedures and qualifications of the Field Supervisor must be included in the proposal. Field Supervisor units shall be so configured as to carry additional manpower and equipment as required to serve the Multnomah ASA.

A Field Training Officer (FTO) program is also required. Contractor must supply with their proposal, the proposed policies on the FTO program, including minimum qualifications and specific hiring/promotion policies of the FTOs.

Overall EMS system Contractor medical control and EMT medical supervision shall remain with the County Medical Director.

6. Safety and Risk Program

Proposers shall provide a safety and risk management program which shall at a minimum include:

- a. A safety manual that insures compliance with OSHA requirements.
- b. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect them from danger; and preserve them from loss.
- c. A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- d. A person must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.
- e. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and,
 - (2) physical capacities evaluation.

- f. A driver-safety program that meets or exceeds any state requirements.
- g. A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
- h. A safety committee that meets monthly and involves no less than four employees and is representative of all departments.

7. Support to Search and Rescue Responses

The Contractor shall agree to provide support and respond to Fire Department and County Sheriff dispatch requests for search and rescue (SAR), provided at or above the current level of search and rescue response.

8. Public Information/Education Component

At a minimum, the proposer shall prepare and implement an EMS public information, education and prevention plan for the Multnomah ASA. Proposer shall specify the plan's components but must include: appropriate access to EMS services, prevention, recognition and response to heart attacks, and injury prevention programs. The plan must be provided in the proposer's response to this RFP and demonstrate coordination with programs of first responder and PSAP agencies and shall be approved by Multnomah County.

9. Hazardous Materials Incident Training

Proposers shall provide employees a minimum of four (4) hours annually of continuing education specifically dealing with hazardous materials awareness, response and treatment protocols. Contractors shall stipulate in their proposals a plan for all EMTs to meet the First Responder Awareness level as defined in National Fire Protection Association (NFPA) 472 Standards for Professional Competence of Responders to Hazardous Material Incidents, as well as the Level I competencies as defined in NFPA 473, Competencies for EMS Personnel Responding to Hazardous Material Incidents. In addition, all EMTs shall receive at least four hours refresher training annually to maintain these competencies. Contractor will participate in multi-agency hazardous material drills as required by County. Documentation of such training and drills shall be submitted to the County quarterly.

10. System Requirements

The Contractor will agree to participate in EMS system components required for effective delivery of emergency medical care. Such requirements include paramedic, nurse and trainee ride-a-longs, disaster drills, continuing education programs, even if they are not employees of Contractor. Contractor shall

establish reasonable standards for ride-alongs and other EMS system training opportunities as approved by Multnomah County. Additionally, the Contractor shall provide specific plans for "move up and cover" and multi-casualty response and other training.

11. Helicopter Air Ambulance Services

The County reserves the right to continue to allow helicopter air ambulance services for emergency and non-emergency calls. This includes flights and transportation within the Contractor's primary service area. Multnomah County is considering a plan that would designate helicopter response zones in some rural and frontier areas with the helicopter as the ambulance responder for that area. Such plans will be coordinated with the ambulance provider. The Contractor should comply with all provisions of service that are determined to be in the best interest of patient care.

12. Subcontracts/Legal Entity

A single contractor is required for this agreement. The RFP response may propose a subcontract with another provider, subject to County approval and limited to:

- a. billing;
- b. vehicle maintenance;
- c. up to 15 percent of the unit hours; and,
- d. up to 10 percent of management.

The proposer and each subcontractor shall provide complete financial records as stipulated in this RFP. The contractor and each subcontractor shall also remain fully responsible and liable for all actions as they relate to this contract.

The proposer must be a single legal entity. The proposer shall be formed as a partnership of other legal entities, as a corporation in which other legal entities are shareholders, or as an intergovernmental entity under ORS Chapter 190. If the proposer relies on the prior experience or unit-hour production of a partner, shareholder, or constituent governmental agency for the purposes of meeting the requirements of this RFP, then:

- a. each partner, shareholder, or constituent governmental agency must individually be prepared to guarantee that all of the franchise requirements will be met and be jointly and severally liable for any breach of contract, tort, rule violation, infraction, or penalty imposed;

- b. written documentation shall be submitted that describes the precise nature of the legal relationship of the partners, shareholders or constituent governmental agencies, including an opinion letter from legal counsel, admitted to the Oregon State Bar, confirming the legal validity and enforceability of the agreement;
- c. Other partners, shareholders, or constituent governmental agencies providing any unit-hours of production to the franchise must meet the proportionate experience (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards as specified in the RFP.

All subcontractors providing unit hours of production to the franchise shall document experience at the commensurate level (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards specified in this RFP.

All subcontracts shall include language, to be approved by Multnomah County, allowing automatic assumption by Multnomah County should a County takeover of ambulance operation occur.

SECTION III

"FAIL SAFE" FRANCHISE COMPONENTS

MULTNOMAH COUNTY EMERGENCY AMBULANCE SERVICES

Section III - "Fail Safe" Franchise Components

A. Three-way Lease Requirements

All equipment, new or used, which is used by Contractor in the performance of this contract, whether used for work performed within the primary service area, whether regularly scheduled either full time or part time), as listed in the approved System Status Plan, shall be incorporated into a three-way lease. Radios, MDT, AVL, and other equipment obtained through the City of Portland shall be exempt from the lease. Maintenance of all radio equipment (except HEAR radios, cellular phones and pagers) will be maintained by the City of Portland, Bureau of General Services, Communications Service Division.

Billing and collection hardware and software shall also be included in the Three-Way Lease. As an alternative, the proposer may propose a contract for such services, for no less than six months, which would automatically go into effect in the event of default. The proposer shall also propose a fee for such services should the alternative contract go into effect.

The Three-Way Lease must meet the following requirements:

1. The lessor and owner of the equipment shall be a legal entity independent of the Contractor.
2. The primary lessee shall be the County.
3. Contractor shall sublease said equipment from the County and guarantee payments owed under both the primary lease and the sublease.
4. Primary lease payments owed lessor shall be deducted monthly and automatically from Contractor's payments from the Lock Box Account and paid to lessor by the financial institution operating the Lock Box Account, in accordance with provisions set forth in the Lock Box Agreement, and with provisions of the primary equipment lease and equipment amortization schedules approved in writing by the County.
5. The County's obligation to make primary lease payments shall be limited to the related provisions defined by the terms of the Lock Box Agreement and the primary lease agreement.

6. Both primary lease and sublease take the form of a master lease, with individual equipment items or groups of items set up on separate schedules, so that items may be added to and retired from the leasing program throughout the term of this contract, and the amortization schedule of each equipment item shall not exceed the safe useful life of equipment of that type, as presented by Contractor in its proposal submission.
7. The terms of payment of the primary lease shall be the same as the terms of payment of the sublease.
8. Except for its guarantee of County's primary lease payment obligation, Contractor's rights and obligation under the sublease shall be automatically terminated in the event Contractor is determined in material breach of this contract by the EMS Director. In such event, County's rights and obligations under the primary lease shall not be affected, and County shall have access to and use of all leased equipment so long as the financial institution operating the Lock Box Account continues to make payments owed under the terms of the primary lease.
9. In the event of default by Contractor, the financial institution operating the Lock Box Account shall continue to make primary lease payments with available funds and so long as such payments are being made, County shall have use of the leased equipment. Provided, however, that the terms of the Lock Box Account Agreement shall stipulate that disbursements to the County from the Lock Box Account of funds which, in the absence of Contractor's default, would have been paid to Contractor, shall be subordinate to payments owed lessor under the primary lease agreement. That is, the financial institution operating the Lock Box Account shall make the primary lease payment to lessor each month, prior to making payment owed County. Similarly, so long as no default has occurred, the financial institution operating the Lock Box Account shall make primary lease payments to lessor from money's withheld from distributions owed Contractor, and such payments shall constitute Contractor's payments to County under the subleasing agreement.
10. Original equipment costs, effective interest rates, amortization schedules, end term purchase rights and rights to salvage values of fully amortized equipment, if any, shall be so structured in both the primary lease and the sublease that, should takeover by the County occur, the effective unamortized principle then owed would not exceed the fair value of the leased equipment, the effective interest rate would be reasonable competitive with commercial leasing rates at the time, and County's end-term rights would be consistent with similar commercial leasing arrangements.
11. In the event of takeover by County, all end-term purchase rights and rights to salvage value of retired equipment, if any, shall accrue to the benefit of County.

12. All insurance required by lessor relative to said equipment shall be secured and paid for by Contractor. In the event of takeover by County, County shall secure and pay for its own insurance as required by the terms of the primary lease.
13. Leases to the County shall follow general Multnomah County procedures.

It shall be Contractor's responsibility to arrange for and develop the three-way leasing program as described herein, subject to the approval of County's legal counsel, provided, however, that so long as the leasing program is consistent with the provisions of this subsection, such approval shall not be unreasonably withheld.

In connection with the lease and sublease, Contractor shall establish a reserve fund in an amount acceptable to the County, to be utilized for replacement of vehicle or vehicle chassis.

B. Lock Box Account Required

It shall be Contractor's responsibility to develop and submit for approval by County's legal counsel, an Accounts Receivable Lock Box Account Agreement, hereafter referred to as "Lock Box Account," which meets the various requirements of this Agreement which are applicable to the Lock Box Account. Contractor shall select a local financial institution, acceptable to the County, where the Lock Box Account shall be established, and shall so inform the EMS Director. In general, the Lock Box Account Agreement shall:

- a. Provide for deposit into the Lock Box Account for all payments made by consumers and third party payors for emergency medical services or ambulance services rendered by Contractor within or originating within Multnomah County.
- b. Acknowledge that all outstanding accounts receivable generated for the services referred to in (a) immediately above are the property of the Lock Box Account.
- c. Establish County as the owner and beneficiary of the Lock Box Account and define Contractor's rights to disbursements from the account in accordance with applicable provisions of this Agreement.
- d. Incorporate by specific references the role of the financial institution operating the Lock Box Account in carrying out the various end term provisions, takeover provisions, contingency fund withhold provisions and other applicable provisions of this Agreement.
- e. Provide for retention of sufficient funds from initial Contractor payments and accounts receivable to ensure timely payment of monthly payments

to be made by the financial institution on Contractor's behalf (e.g., equipment lease payments, late run or other specified deductions or deductions for faulty data).

- f. Provide for routine disbursements to Contractor on a daily or weekly basis.
- g. Provide for a practical method of record keeping and reporting designed to allow the County to maintain an accurate accounting of the current status of all outstanding accounts receivable, related to the services described in (a) above, sufficient to allow County to take over billing and collection functions, if necessary, at any time with or without Contractor's cooperation.
- h. Provide a clear audit trail and accounting system for handling collection by Contractor and conveyance to the Lock Box Account of walk-in payments and monies collected by Contractor for inter-jurisdictional transport service.
- i. Provide for payment of Lock Box Account administrative fees by Contractor.
- j. Provide for subordination of specified payment obligations from the Lock Box Account to payments owed by the parties pursuant to the "three-way leasing program."
- k. Provide for payment to the County of all fines and penalties within 30 days of their invoice to Contractor.
- l. Provide for fiscal reports that are prepared on the basis generally accepted accounting principles and procedures.

C. Performance Security Provisions

This procurement is structured to recognize the fact that even a stable entity of good reputation may have difficulty in securing performance bonding for a contract of this nature. For this reason, the County shall require a performance security, provided that the Contractor may furnish such performance security by way of any one of the four methods listed below or by a combination of methods approved by the County.

Furthermore, for breach of contract as defined herein, the Contractor shall be subject to a payment to the County as liquidated damages in an amount separately established and in the Lock Box Account, which amount the parties specifically agree is approximately sufficient to cover most, but not all, of the County's cost of takeover of operations and re-proposing of the contract.

Contractor understands and agrees that, in the event of material breach by the Contractor, the nature of which may endanger public health or safety, the County is required by law and by moral duty to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach, and Contractor is similarly obliged to assist the County in that effort, even if Contractor disagrees with the determination of default.

In addition to the special three-way equipment lease arrangement, the special provisions of the Lock Box Account, and liquidated damages provisions, Contractor shall furnish performance security in an amount of \$500,000 in one of the following forms:

1. Performance Bond

A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the EMS Administration that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

2. Irrevocable Letter of Credit

An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.

3. Cash Deposit

Cash which must be deposited with an escrow holder acceptable to Multnomah County and subject to an escrow agreement approved by Multnomah County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the contractor.

4. Combination of the Above

A combination of the above, acceptable to the County.

Whatever form of performance security is selected by the proposer, the proposal shall indicate the form selected, and shall include full and detailed documentation of proposer's ability to comply with the requirements as planned.

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

notice to County and to three-way leasing company, of the bonding company's intention to cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall be determined a material breach of contract. The performance security shall be adjusted annually based on the Annual Consumer Price Index.

Should a governmental agency proposing on this project be unable to comply with the performance security arrangement due to legal constraints, an acceptable alternative must be proposed along with documentation of the legal constraint. **All such concerns must be raised in the proposer's letter of intent, required Prior to the submission of this RFP.**

Failure of the successful proposer to meet these performance security requirements after the successful proposer has been selected, and prior to contract start date, shall result in forfeiture of the award.

SECTION IV
PROPOSAL REQUIREMENTS

MULTNOMAH COUNTY EMERGENCY AMBULANCE SERVICES

Section IV - Proposal Requirements

To ensure that County's comparison of proposals is as fair and complete as possible, all proposals shall employ the following format, including table of contents and number conventions:

A. Required Table of Contents

Each proposal shall be structured to incorporate the following table of contents. Proposals are limited to 200 pages and 200 pages for the appendices. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in the appendix. All proposers shall include page numbers and have major sections tabbed.

Cover Letter

Each proposal shall have a cover letter signed by the authorized representative of the firm or entity, which specifically affirms the proposer's full understanding and acceptance of all terms set forth in the RFP. The letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict-of-interest statutes. The letter must state that the proposal is a firm and binding offer to perform the services stated. Due to the potential requirement of public disclosure of proposals by public agencies, all letters may be submitted within three (3) weeks of the date of submission of the proposal. Failure to meet this deadline will cause the proposal to be considered non-responsive.

1. Credentials and Qualifications

- a. Overview of capabilities
(Complete capabilities questionnaire)
- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

Note: All additional commitments/capabilities shall be separated narratively and associated costs separately identified for each category of response.

2. Response Time Commitment

- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
3. **Level of Clinical Sophistication**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
4. **Quality/Quantity and Replacement of Equipment**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
5. **System Status Plan Coordination**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
6. **Commitment to First Responder Program**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
7. **Initial Coverage Plan**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
8. **Treatment of Local Work Force**
- a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
9. **Patient Charge System**
- a. Proposed charges
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities

10. Billing/Collection Program

- a. Proposed approach
- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

11. Costs and Revenue

- a. Listing and description of costs
- b. Listing and description of revenue sources
- c. Additional commitments/capabilities

12. Other Financial Statements and Budget**13. Exception Taken to Contract Requirements****14. On-Site Key Personnel, Organization and Management Description****15. Anticipated Performance Security Arrangements****16. Additional Proposal Forms (i.e., Forms A-C)****B. Minimum Standards Specified**

It is the intent of this procurement to preserve or improve upon the current prehospital system in every category of service, and to meet or, where possible, improve the quality of service through a qualified proposer. Thus, in each of the first 9 service categories listed on the previous pages, proposer shall describe proposer's capabilities and agree to meet or exceed County's minimum service requirements. Failure to accept County's minimum-service requirements in any service category shall be grounds for automatic disqualification. Minimum service requirements for each service category, plus examples of additional service commitment, are as follows:

1. Credentials and Qualifications

The purpose of the Credentials and Qualifications Section is to provide an opportunity for the Contractor to submit information on the Contractor's organization, management and operational experience.

a. Ambulance Service

Minimum: The questionnaire will be evaluated using the following criteria:

- 1) At least two years' experience as a contractor in providing Advanced Life Support ambulance or first-responder services to

populations over 300,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states or other jurisdictions.

Note: All partners, shareholders, or constituent governmental agencies owning or providing service to the proposal shall be required to meet experience or performance standards as stated in Section III of this RFP.

- 2) Demonstrated historical experience and future ability to meet a measurable response-time standard criterion in a population of 300,000 or more for at least the past two years. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- 3) Demonstrate experience providing emergency ambulance experience or ALS first response in a contiguous service area totaling at least 1,500 unit-hours per week.
- 4) Demonstrated commitment to maintaining quality personnel.
- 5) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience implementing medical protocols that exist (as described in this RFP) in this franchise.
- 6) Financial strength, stability, and reputation.
- 7) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.

b. **System Status Coordinator**

- 1) Demonstrated ability to staff and maintain a System Status Coordinator Position designed to monitor the contractor's System Status Plan at BOEC or as required by County specifications.
- 2) Demonstrated ability to provide a high level of emergency ambulance or first response resource-management performance.

Sample Additional Commitment: Ability to demonstrate successful operation above the scope described in this RFP and/or credentialing by nationally-recognized organizations such as the Commission on Accreditation of Ambulance Services (CAAS).

c. Questionnaire

The following questions shall be completed and must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the proposal. All questions and correspondence will be directed to this person.
- 3) Type of ownership or legal entity (e.g. partnership, corporation, etc.) and list the names and addresses and share of ownership of all owners, shareholders or corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided.
- 4) Provide names and affiliations of all other corporations or entities potentially providing services to this agreement. List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 5) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$5,000.
- 6) Provide a narrative description of emergency ambulance and/or ALS first-responder services, and related services currently provided by the organization.
- 7) Describe the history of the organization's involvement in emergency ambulance and/or paramedic service.
- 8) The proposer and each of its partners or shareholders, must provide letters from each EMS regulatory agency where it operates that state it has been in substantial compliance with all regulations, including response-time requirements if measured by the agency for the last two years.
- 9) List at least three hospital emergency departments and three public safety agencies (i.e., fire department, law enforcement

agencies, park rangers, etc.) with which your organization has worked during the past year and which shall serve as references.

- 10) Describe contracts entered into during the past five (5) years regarding ALS/BLS prehospital delivery of services showing year, type of services, dollar amount of services provided, location and name and address of contracting agency.
- 11) Provide details, if any, of any failure, default, problems or refusal to complete a contract by your organization.
- 12) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service. Explain any medical malpractice suits with a dollar loss (list the actual circumstances and dollar loss) for the last 10 years.
- 13) List any reportable vehicle accidents as defined by state law or insurance company policy that the organization or its affiliates has been involved with, noting circumstances and fault determined. List accident rate per vehicle and per 100,000 miles drive.
- 14) Note worker's compensation losses within the past three (3) years.
- 15) List any commitments and potential commitments which shall impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 16) Endorsements: Contractor may wish to append letters of endorsement specifically related to the organization's current and existing:
 - a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality Assurance/Improvement program effectiveness
 - d) Response time performance
 - e) Communications control center operations
 - f) Vehicle maintenance and replacement program
 - g) Relationships with first-responder contractors
 - h) Organization's local and national reputation as a contractor of ALS service.

Note: Letters of reference/endorsement must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the proposer.
- c) Describe the extent to which the author/organization is familiar with the proposer and the proposer's work/performance.
- d) Include the author's certification that s/he has read the specific section of your firm's credential submission to which the endorsement is related.

- 17) List your current and planned number of employees using the format below (use separate charts for current and planned):

CATEGORY	FULL TIME	PART TIME	TOTAL
Management			
EMT-Paramedic (EMT-P)			
EMT-Basic (EMT-B)			
EMT-Others			
System Status Coordinator			
All Others			
TOTAL			

Proposers shall define their use of "full time" and "part time." Management personnel shall include personnel scheduled for less than 25 percent of their time in the field.

- 18) Using the format below, document the number of ambulance-unit transports or first-responder responses conducted by your organization in each contract or service area during the past 12 months. Identify each service area served in a separate chart.

PARAMEDIC/AMBULANCE	NUMBER
Code 3 Transports/ Responses	
Code 2 Transports/ Responses	
Other Transports/ Responses	
Backup/ Mutual Aid	
Dry Run	

FIRST RESPONDER	NUMBER
Code 3 Transports/ Responses	
Code 2 Transports/ Responses	
Other Transports/ Responses	
Backup/ Mutual Aid	
Dry Run	

- 19) Supply proposer's turnover rates by category of personnel and define the use of turnover and how it is calculated.
- 20) Supply supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.
- 21) List and state outcomes of any criminal cases or investigations against any officer or manager.
- 22) List and state the outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations.
- 23) List and state the outcomes of any investigations for affirmative action violations.

2. Response-Time Commitment

Response-time performance shall be determined as specified. Late-run deductions (from Lock-Box Account payments to Contractor) shall be in accordance with provisions set forth.

The proposer's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the response. The System Status Plan shall include the number of units on duty by hour and day, the post locations used and the priority of post locations and move ups.

Minimum: Requirements for response time performance on calls originating within the primary service area are: a minimum of 8:00 minutes on 90 percent of all presumptively life-threatening and non-life-threatening emergency calls originating in the Urban area, plus substantially equal performance in the Rural and Frontier areas, as defined. Rural, and Frontier response times, as specified, must be guaranteed.

Sample Additional Commitment: Commitment to substitute the clinically superior standard of 7:00 minutes maximum on 90 percent of presumptively defined life-threatening emergency requests, in addition to County's 8:00 minute standard, 90 percent response for non-life-threatening emergency requests.

Proposers proposing to exceed the standards must clearly document the research and justification for the change as well as any additional costs to the franchise. Alternative response-time pilot programs in conjunction with ALS first responders will be considered to the extent their merits have been documented and adequate controls placed on outcomes of the pilot study and on overall performance.

3. Level of Clinical Sophistication

The initial level of clinical performance required under this procurement shall be that level which is proposed by the winning proposer. Vehicles and crews furnished to perform any ambulance service under this procurement shall meet these requirements. Offers of above-minimum performance levels may, at proposer's option, allow for a transition period of training and upgrading, provided standards at start up meet or exceed current system standards. Levels of increased clinical sophistication must document that an improved level of care or overall system enhancement will occur. Proposer's offered level of clinical performance shall be specified by responding to each of the following items:

a. Personnel Qualifications

Minimum: The personnel which make up every ambulance crew shall meet the State of Oregon and Multnomah County requirements for licensure and certification. Two EMT-Ps are required for each ambulance.

Sample Additional Commitment Offerings: Senior paramedics shall be ACLS, BLS, PALS instructor or other appropriate credentialing and field training officer status .

b. Wage, Benefit and Compensation Package

Multnomah County encourages proposers to demonstrate how their wages, benefits, shift schedules and expected productivity will attract and retain experienced personnel. The contractor shall devise a wage and benefit package to encourage personnel to remain with the system to reduce the turnover rate. Compensation packages will be evaluated to insure personnel wages and benefits will not become the variable to lower system costs.

Should currently in force pension requirements preclude the "portability" of retirement benefits, the Contractor shall offer a benefit that is fully vested within the contract period of five (5) years.

Minimum: The minimum wage for a starting EMT-P shall be no less than \$25,110 annual salary. Part time minimum salaries shall be at the commensurate annual rate. (Note: This is not to prohibit innovative schedules or shift arrangements but rather to describe the total annual salary.) System Status Management Coordinator shall be compensated commensurate for the dispatcher market in the greater Portland area but the rate shall be no less than 15 percent below the EMT-P. Retirement or savings programs offered should be structured so as to produce identical financial consequences for the employee who, after a future proposal cycle, elects to remain in the Multnomah County system (employed by a new contractor) versus relocate to another of Contractor's operations. Note: Wage and benefits are significant areas of review for this RFP. At a very minimum, the proposer shall provide a specific personnel plan including the following materials:

- 1) Promotion plans/retention program
- 2) Wage, salary and benefit packages and schedules including:
 - (a) Medical and Dental Insurance
 - (b) Paid leave
 - (c) Life Insurance
 - (d) EAP program
 - (e) Retirement program
- 3) Supervisory ratios
- 4) Job descriptions
- 5) Hiring standards
- 6) Volunteer program integration
- 7) Personnel policies

- 8) Scheduling patterns
- 9) OSHA/safety program

Sample Additional Commitment Offering: A wage/benefits program allowing field paramedics with extensive experience to earn income equivalent to middle management personnel - thus allowing long-term clinical gains to be preserved, and attrition to be reduced.

c. **Workforce Diversity**

All proposers must submit evidence that there is in place a plan, consistent with currently applicable Federal, State, and County standards, to promote diversity of personnel in the organization, including methods for meeting this need and the time lines anticipated. Diversity in this context includes establishing opportunities for women and minority EMTs in accordance with the plan and making progress toward the plan.

d. **Preference to Incumbent Paramedics and EMTs**

When employed by Contractor, paramedic employees of the current ambulance providers who work in the Multnomah ASA shall suffer no decrease in seniority, wage or benefits accrued, within the constraints of current labor agreements, regulations and other legal conditions. Any replacement contractor must put the employee on the scale so as to provide for no loss of current pay and shall allow for all newly hired EMTs to receive wages that are in parity with other EMT's within the organization.

e. **Workload Management and Scheduling Practices**

The proposer shall normally schedule so as to provide EMTs at least eight hours of rest between regularly scheduled shifts. Regularly scheduled shift shall be defined as any shift prescheduled according to the SSP. No shift may be greater than any 24-hour period. All regularly scheduled shifts shall require specific justification in the proposal on issues such as workload, staff-fatigue and costs.

f. **Training Programs**

Minimum: Contractor shall furnish, in-house or by County approved subcontract, an in-service training program plan which will allow field personnel to meet the State of Oregon recertification requirements. Specific public education plans as specified in Section II, page 27 of this RFP shall be stated.

Sample Additional Commitment Offering: An in-service program capable of meeting recertification requirements, with additional emphasis upon subjects directly related to the outcomes of the local medical audit process. Clearly documented public education programs linked to specific Multnomah County epidemiology as it relates to EMS.

g. **Quality Assurance/Improvement Program**

The proposer shall prepare a quality assurance/improvement plan meeting all of the industry standards of the quality improvement movement in the health-care industry. The plan shall describe:

- (a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (b) continuous learning and development of staff;
- (c) service to all internal and external EMS contractors and customers; and,
- (d) willingness to participate and contribute to the regional Continuous Quality Improvement (CQI) process when developed.

Additionally, this program shall include, the following elements:

(1) Quality indicators

For a sample of quality indicators please see Attachment VI.

(2) Patient Rights

The proposer shall include a policy on the client/patient rights, which shall provide, at a minimum, the following to patients:

- (a) fast, effective medical treatment and transportation to a facility of their choice, regardless of ability to pay;
- (b) full information regarding the treatment needed with the right to refuse any treatment or service;
- (c) full explanations of bills about which the patient has questions;

- (d) confidential treatment of medical records;
- (e) listen to patients during transport or later and answer all questions promptly;
- (f) bill insurance or third-party payor as part of the service to the patient; and,
- (g) retention of patient records and patient access to their records.

(3) System Status Plan Development/Implementation

Describe the proposed quality assurance/improvement program for the System Status Plan Coordinator, which shall at a minimum, include that the proper unit deployment objectives are met.

- (4) Customer Service Standards
- (5) Performance Standards
- (6) Clinical Standards
- (7) Research

h. On-Board Equipment/Supplies/Medications

Minimum: All vehicles shall carry equipment, supplies, and medications sufficient to meet State of Oregon and Multnomah County licensing requirements for all ALS ambulances. (133 percent of peak load for vehicles and 110 percent of peak load for equipment).

Sample Additional Commitment Offering: Such additional equipment, supplies, and medications that exceed State standards as proposer shall be familiar with in other operational settings, consistent with proposer's offered medical protocols. Proposer must demonstrate that the additional equipment will aid and/or improve patient care. Brand names, quantities, and packaging arrangements shall be specified.

i. Medical Protocols

Minimum: Medical protocols (e.g. County medical protocols) currently in use. (Copies available from Multnomah County EMS)

Sample Additional Commitment Offering: Proposer may offer more extensive, more detailed, or a more detailed process to evaluate operational protocols with which proposer believes are relevant and appropriate for Multnomah County, these protocols are subject to State of Oregon and Multnomah County approval. Proposer may not offer medical protocols that are not approved by the medical director or current County protocol. All proposals shall meet the pilot program requirements listed in Section II, Page 14 of the RFP. Past performance, willingness and approach to enhancing coordination and regionalization of EMS medical quality review may be provided.

j. **Multi-Casualty**

Services proposed by the proposer shall be discussed in this section.

k. **Driver Training**

Driver training program shall be defined.

4. **Quality, Quantity and Replacement of Equipment and Maintenance Plans**

In this section, proposer shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, proposer shall stipulate the policy which shall govern, throughout the term of the contract, fleet size as a percentage of maximum scheduled peak load unit coverage requirements for the then-current primary service area.

Minimum: Proposers shall specify and initially furnish a minimum number of fully equipped units, and shall propose a policy of maintaining a fleet size not less than 133 percent and an equipment inventory of not less than 110 percent of maximum scheduled peak load unit coverage.

Sample Additional Commitment Offering: Larger initial fleet size or higher quality of equipment; higher percentage fleet size policy; extensive modifications to ensure reliability; early scheduled replacement policy; larger inventory of backup on-board equipment.

Note: In evaluating proposer's proposal, County recognizes that a larger initial fleet size and/or a higher percentage fleet size policy does imply more extended useful life expectancy projections (e.g. more equipment used less often wears out slower than less equipment used more often).

5. **System Status Plan Coordinator**

Proposer's initial plan for staffing and operating the contractor's EMS System Status Plan Coordinator position at BOEC shall be furnished, along with training, in-service training, employment prerequisites for the position and planned compensation package for system status management personnel. Anticipated system status management methods shall be briefly described.

Minimum: All EMS System Status Plan Coordinator positions shall be knowledgeable of the System Status Plan and shall be certified as EMDs.

Sample Additional Commitment Offering: All System Status Plan Coordinator personnel may be EMT-B or EMT-P or former certified EMT-Ps or received specialty PSAP training.

6. **Commitment to First Responder Program**

In this section, proposer shall detail its intentions regarding involvement in and support of BOEC, the fire department's and other department's (e.g. police, park ranger) first-responder programs. Contractor shall describe a methodology of integrating its services with first-responder agencies including fire departments/districts, police agencies park rangers and 9-1-1/PSAPs. Specific plans must be submitted with priorities to objectives. Training schedules for rural first responder agencies and a methodology of assessing first responder training needs must be described. Commitments for ongoing liaison with the agencies must also be stated.

Minimum: Proposer shall specify plans for integrating with the first responder agencies as defined as a minimum in Section II, page 24 of this RFP. Contractor shall restock or pay for restocking first-responder medical supplies used in response to emergency medical call with the exception of pharmaceuticals. Contractor shall supply automatic defibrillators to rural first responder agencies. Proposer shall demonstrate a commitment to provide billing assistance for first responder fees. At a minimum, proposer shall quote a fee for billing first responder fees and a method for how those fees would be charged and a procedure for payment of fees to first responders, if requested by first responders.

Sample Additional Commitment Offers: Commitment to furnish all first-responder training; offer to provide advanced first-responder training. Assistance with first responder CQI in coordination with regional CQI.

7. Initial Coverage Plan

Contractor shall meet or exceed its offered initial coverage plan for the first three months of this contract. Such plan shall employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Proposer shall specify the minimum, weekly unit-hour coverage to be initially employed.

Sample Additional Commitment Offering: Proposer may commit to reducing unit-hour coverage only after response-time performance has exceeded minimum requirements for a stated number of consecutive months. Proposer may include time-of-day/day-of-week unit-hour coverage plans. Proposer may request a "no waiver" on penalties during the Initial Coverage Plan (first 3 months) or any portion therein, as listed under Section II, "Waiver of Penalties/Grievances."

8. Treatment of Local Work Force

Proposer is urged to make reasonable efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new ambulance system, to the extent positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the work force should be detailed.

Minimum: Incumbent paramedic personnel shall be offered reasonable employment opportunity.

Sample Additional Commitment Offering: Currently employed EMTs shall be offered initial employment and training assistance plus plans for initial upgrading of clinical performance include special in-house training of existing personnel to allow them reasonable opportunity to acquire additional skills required in the new system; a special training and testing program shall be made available to those who need it to prepare for the State of Oregon's recertification.

9. Patient Charge System

Patient charges are an expected element of the proposal. In this section, proposer shall outline their premise for defining charges as proposed in their response to this RFP. All fees proposed, must be detailed using the assumptions listed below, and all budgetary data required in Number 11, page 58 of this RFP must be based on these assumptions. Multnomah County requires all responders to use the same assumptions to allow equitable comparisons among the proposals.

Minimum: The proposed fixed fees shall be defined and justified. Proposers must make their projections based on the following assumptions:

MULTNOMAH COUNTY Emergency Service Demand (actual and projected)			
Year	Population Estimates*	Emergency Calls**	Emergency Transports**
1992	605,000	36,415	21,388
1993	615,000	39,045	22,869
1994	618,645	39,276	23,005
1995	622,290	39,508	23,140
1996	629,511	39,966	23,409
1997	636,733	40,425	23,677
1998	643,954	40,883	23,946
1999	651,176	41,342	24,214
2000	658,397	41,800	24,483

Source: Multnomah County EMS Office/ PSU, Center for Population Research and Census.

* 1992, 1993, 1995 and 2000 population projections taken from Bureau of the Census.

Other pop. projections are the Abaris Group's estimates based upon 1993, 1995 and 2000 populations.

** 1992 and 1993 call and transport numbers were furnished by the Multnomah County EMS Office.

The following call and transport estimates are based upon County population growth.

- a. **Number of calls/transport:** The number of calls/transport is provided for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by Multnomah County. Please see the following table for the number of call/transport.
- b. **Mileage:** The mileage rate to be charged to patients is set at \$9.00 per loaded patient mile. An average of 2.5 transport miles shall be assumed for the budget required below.
- c. **Base Rate:** An all inclusive ALS and separate all inclusive BLS base rate is required. No itemized billing for transports beyond the mileage will be allowed. Proposers must propose a non-transport fee for circumstances where services are requested, and provided but the ultimate transportation refused. Specific protocols should accompany the proposal.

Assume all ALS services and therefore all ALS charges.

d. **Assignment:** All proposers must agree to accept assignment from Medicare and Medicaid. As an alternative, proposers may agree to write off non-paid Medicare balances (where permitted by Medicare policy) where hardship circumstances apply. Appropriate policies to this effect must be included.

e. **Membership Programs:**

Membership programs may be approved by Multnomah County. Responders wishing to offer this alternative service shall provide the following information within their proposals.

- Estimated membership data
- Estimated increase in the number of transports and calls arising from the membership program, above the base estimates provided in paragraph a. above.
- Proposed membership rates
- Estimated membership revenue
- Estimated additional costs arising from the membership program. At the least, the effect of a membership program on the number of transports and calls shall be discussed. Additional costs arising from a membership program will be estimated consistently with the format presented in number 11, page 58 for operations without a membership program. Additional costs for maintaining membership roles, marketing memberships, and for billing and processing renewals shall be included.

The net effect of membership revenue shall also be considered during future rate increase request.

A well defined charge system which assures no "overcharging" and provides a charge reduction during the contract term if revenue exceeds projection or if costs are reduced while still maintaining performance standards is required.

Sample Additional Commitment Strategies and experience for costing and charging under healthcare reform proposals without requiring "cost-shifting" should be documented.

10. **Billing/Collection System and Services**

In this section, proposer shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- a. System shall generate and electronically bill Medicare and Medicaid statements.
- b. System shall handle third-party payors, private-pay patients, special contracts, DRG transports, and other special arrangements.
- c. System shall monitor use by and handle special accounts for membership program participants (if applicable).
- d. Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- e. System must be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- f. System must provide daily, monthly and annual reports which furnish clear audit trails including, details of payments and adjustments experience and Lock Box Account reporting requirements.
- g. System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- h. System shall support monitoring of employee accuracy and completeness in gathering required operations.
- i. System shall facilitate updates of account type, addresses, and other pertinent patient and third party payor data.
- j. System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:

- Assignment of followup based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third party payments and other reimbursements.
- k. Contractor shall utilize a Lock Box Account for all collections related to this contract, subject to approval by Multnomah County. All documents generated by the billing system will state that payments will be sent to this lock box. Account activity shall be reported to the County monthly.
- l. System shall exclude on-scene collection. Contractor shall specifically agree that on-scene collections, tips or gratuities are prohibited.

In addition to these minimum billing and collection system requirements, responders shall include in this section a description of their experiences and capabilities for operating in a managed care or capitated environment. This description will focus on their billing and collecting procedures in these environments.

Sample Additional Commitment Offering: Include a brief discussion of the billing functions organization, type of staff, position descriptions, data backups and fail safes, relationships/procedures between office personnel and field personnel regarding problem solving, methods of obtaining required physician authorizations, primary data collection instruments (e.g., trip-ticket form), use of electronic or tape billing, integration with general ledger, use of data system to support medical audit process, use of data system to equalize paramedic's work load levels, and reports/analyses used to fine-tune system-status plans and equalize performance among neighborhoods; procedures specifically designed to identify patients without insurance coverage but who truly needed service and cannot reasonably be asked to pay; policies designed to reduce system abuse; policy/tracking mechanism for identifying third party liability and other alternative reimbursement sources, including training of staff for such specialized service. If responder has offered a membership or enrollment program, describe how the billing system will implement collection from these accounts. Describe procedures for all specialized, non-standard accounts.

11. Cost and Revenue Forecasts

In this section all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all proposers, the County requires that information be provided in a consistent format and with the same levels of completeness and detail.

The County requires all proposers to present budgets as if the organizational unit providing services described in this RFP is financially self-sufficient. That is, if the service provider is part of a larger organizational unit, costs reported in this proposal must include appropriate shares of the administrative cost of the larger organization. If the parent organization (private or public) provides specific services necessary to complete the activities required in this RFP, related costs must be included in the proposed budget. For example, if billing activities are conducted from a home office and not at the local site, the proposed budget must still include costs necessary for operating the billing system required by this RFP. In addition, proposers must describe the procedures for distributing support service costs from a home office or umbrella organization to the emergency medical services defined herein.

All revenue source must likewise be fully described. The County assumes that patient care fees will be a major component of franchise financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in Section 9, and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budget, and must explain how these revenue sources will change as a result of this commitment.

For purposes of this proposal, all home office or umbrella organization costs that are not expected to be recovered from fees must be treated as a revenue contribution to the franchise, in amounts equal to the costs not recovered from patient fees. This section shall include documentation supporting the parent organization's commitment to continue providing this indirect or in kind support over the life of the franchise, at least to the extent this in kind support is identified as franchise revenue.

Responders are required to include proforma financial statements for the first five years after franchise award. These include annual income statements, working capital statements, and ending balance sheets. Data included in these projections shall be based on the forecasted expense and revenue detail as described below, and will include all fixed asset acquisitions anticipated during the contract term. For purposes of comparability, responders are required to use an annual inflation rate of 4 percent of preceding year costs (for both operating expenses and capital outlay), compounded when necessary. Successful proposers are expected to show at least break-even results over the five-year forecast. Also, detailed quarterly cash-flow projections for this period must be

included, based on an assumption of a 120 day delay between providing services and collections.

The format and detail for these proforma projections must be consistent with the information required from past periods. All statement items required in that section (at least) shall be presented in the pro forma statements, except that cash flow projections need be prepared only quarterly.

All non-cash expenses (e.g. depreciation) and non-expense cash disbursements (e.g. fixed asset acquisition or debt service) shall be reconciled to these proforma statements by adequately documented supporting schedules. These schedules shall include data such as useful life, residual values, interest rates, etc. Note that all proposers must include annual depreciation costs on all fixed assets used for the franchise, even if using governmental accounting. Fixed asset purchases and financing must be presented on the cash flow schedules and working capital proforma statements.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the franchise. Costs must be complete, including all umbrella or parent organization costs that the franchise would have to bear if it were totally independent financially. Cost efficiencies arising from the parent organizations are acceptable if explained and if the procedure for determining the franchise's share of parent costs are detailed.

Proposers must describe all revenue sources (direct and in kind) and document the sponsoring organization's commitment to franchise financing (if any) and the legal authority to continue this commitment throughout the term of the contract.

Proposals shall submit cost and revenue data using the formats presented on the following pages.

Optional Responder Commitments: Include existing budget documents that identify source of cost estimates. Cost-efficient strategies can be presented. Capabilities and experience in managed care environments may be described, including anticipated changes as managed care becomes more predominant in health care. Existing or planned quality improvement programs, case management strategies, and capitation alternative shall also be described. Alternative revenue strategies, including optional membership programs, shall be presented.

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
Number of Responses/Transports			23,140	23,409	23,677	23,946	24,214
I. Cost Category							
A. Personnel/Fringes							
Administrative							
Clerical							
Field Personnel							
System Coordinator							
Overtime							
Other:							
Fringe Benefits							

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
B. Non-Personnel							
Accounting							
Contracted Services							
Depreciation							
Equipment							
Legal							
Rent - Equipment							
Rent - Building							
Supplies (Non-medical)							
Supplies (Medical)							
Telephone							
Training							
Travel - local							
Uniforms							
Utilities (Electrical, Gas, etc.)							
Fees to County EMS			100,000(est.)	312,000(est.)	324,480(est.)	337,459(est.)	350,958(est.)

Multnomah County Ambulance Franchise							
	Category D = Direct I = In-kind	Note Reference #	1995 Sept. - Dec.	1996 Jan. - Dec.	1997 Jan. - Dec.	1998 Jan. - Dec.	1999 Jan. - Dec.
Other Non-personnel _____							

C. Capital Replacement							
D. Other Capital Budget							
E. Taxes							
F. Indirect Services (list)							

II. Revenue Category							
Patient Charges							
Other: _____							

- Note: 1. All expense items shall be supported by schedules justifying the anticipated amounts needed. For example, personnel budgets must be backed by schedules listing each position, annual hours, salary, etc. Fringe benefits estimates shall be based on cost per employee for each item of coverage. Other expense items shall be justified as appropriate.
2. All expenses, both direct and in kind or indirect, must be listed.
3. Costs dependent on number of calls must be based on the supplied call volumes.
4. All field staffing costs, including standby staff with primary responsibility for emergency ambulance functions, must be presented in detail.
5. Changes in revenue sources and amounts anticipated to meet the needs of the franchise shall be specifically identified and referenced.

12. Other Financial Statements and Budget

In addition to the budget supplied, a complete set of financial statements for the current and proposed operation shall be provided. Audited financial statements of the proposer's current financial status and immediate past two years preceding the date of this proposal by three months, shall be provided including the accountant's footnotes, if provided with the original audit. Reviewed statements as defined by the American Institute of Certified Public Accounts (AICPA), may be provided or other appropriate statements on current financial position specific to emergency medical operations appropriate for public agencies as defined by the Government Accounting Standards Board (GASB). Note: Reviewed statements shall be subject to the limited interpretation that the statement offers. All financial documents should include at least the following:

a. Current financial status (all entities):

- (1) Balance sheets
- (2) Profit and loss statements or statements of revenues, expenditures, and changes in fund balance for entities employing governmental fund accounting
- (3) Statement of changes in financial position
- (4) Last completed year's cash-flow analysis (shown monthly), for existing ambulance operations only
- (5) Aged account receivables for ambulance revenues, and for other revenues expected to support ambulance services (if available)
- (6) Listing of any loans to officers (business, personal or both, etc.)
- (7) Any lines of credit over \$3,000, with maturity, interest, annual payments identifying source and contact address
- (8) Specific information broken down as follows:
 - (a) Current assets
 - (b) Inventory value
 - (c) Accounts receivable (if available)
 - (d) Value of fixed assets
 - (e) Value of miscellaneous assets
 - (f) Total assets
 - (g) Current liabilities
 - (h) Long-term liability
 - (i) Total debt

- (j) Total liabilities
 - (k) Sales
 - (l) Credit Sales
 - (m) Net profit after tax
 - (n) Account period (days)
- (9) Briefly describe accounting billing system, and payroll system
- (10) Describe and federal or state tax liabilities other than current payroll obligations

Note that the last audited General Purpose Financial Statements, as described by the Governmental Accounting Standards Board, and complying with generally accepted accounting principles, contains sufficient information to meet requirements (1), (2), and (3) above, for organizations using governmental accounting.

All proposers should be aware that the documents requested will serve to confirm the soundness of their current financial position. The County's intent is to award the franchise only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed above will automatically cast doubt on the financial expertise and soundness of proposers.

B Financing:

(1) Capital Financing:

Proposer shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations. It is the proposer's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the sponsoring agency, if appropriate. Possible sources include:

- (a) Contribution from sponsoring organization;
- (b) Balance sheet, as per the last audited statements, plus interim statements showing the net income and explaining significant differences in net income from the last two audits. If the last audit is over one year old, interim statements showing current year income must be provided;
- (c) Executed loan agreements with all financial institutions;

- (d) Executed loan agreements or other equity agreements with private sources including disclosure of liabilities which might arise from the agreements; and,
- (e) Irrevocable letters of credit with demonstration of their reliability (e.g. copies of previous lines of credits with historical draw downs documented.)

If revenues from sources other than the franchise operation are included in the projections, proposals must include sufficient documentation to justify the projections as reliable. For example, if non-emergency transport revenue is forecast, the County may recognize this as a source if documentation of the rates and units of service is provided and if the projections are directly related to the supporting documentation.

Services provided by the parent organization, owners, partners or any other party must be included as a specific item of expense on the budget and as a revenue item under the category "Support services provided". If these services are material in amount, proposers will need to demonstrate in their proposal that the service contractors will be in a financial position to continue these services in the future.

(2). Inflation Adjustment:

During the term of the franchise, the contractor shall be allowed an opportunity for annual inflation adjustments to the base and mileage rates to be effective one year after the beginning of the franchise. No later than 60 days prior to each such adjustment date, the County shall determine the percentage rate of inflation of the national (U.S. City Average) Consumer Price Index (CPI) over the most recent 12-month period of which published figures are then available and the contractor may, at its option, increase its rates equal to or less than the average of the following (CPI) factors:

- . 45 percent of the CPI-Transportation Index;
- . 45 percent of the CPI- Medical Care Index; and,
- . 100 percent of the CPI All Items

(3) Enhancements:

The costs of system enhancements over and above the requirements listed in this RFP shall be specifically identified. This will allow the County to evaluate both the service and financial consequences of proposers proposed enhancements and to render an appropriate decision.

13. Exceptions Taken to County's Contract Requirements

In this section, proposer shall either: stipulate that no exceptions are taken to County's proposed contract requirements; or list and thoroughly describe and defend each exception taken. Proposers are required to adhere to the RFP standard and propose an alternative if there is need to consider special circumstances.

14. On-Site Key Personnel, Organization and Management Description

Minimum: Proposer shall include job descriptions and resumes of the on-site and off-site management team, operations managers, System Status Plan Coordinators, in-service training manager, maintenance manager, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this franchise area. The qualifications of the key management personnel are a significant consideration for review of this section.

Sample Additional Commitment Offering: Resumes may be included for all on-site lower, upper and middle management personnel.

15. Performance Security Method

Proposer shall describe in detail its intended method of satisfying County's performance security requirements as identified in Section III of the RFP.

16. Additional Forms

Forms A, B (1 and 2) and C included in this Request for Proposal, shall be completed and included in this section for each corporation and all its DBAs.

C. Contract Provisions

The proposed contract is provided in Attachment V of this RFP. Exceptions to this contract, if any, shall be stated in the appropriate section of the response by the proposer. County reserves the right to make further refinements to the contract.

FORM A

AFFIRMATION STATEMENT

In submitting this proposal/offer, _____ hereafter referred to as "Contractor," hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Contractor certifies the completeness and accuracy of all information contained in Contractor's response to the RFP and supplied to Multnomah County during the proposal process.

Contractor's proposal, constitutes a firm and binding offer by Contractor to perform the services as stated, including the terms of the proposed contract (unless otherwise excepted).

Contractor further affirms that Contractor will meet or exceed proposal specifications unless exceptions have been specifically noted in the proposal.

By initialing this space, _____, Contractor hereby certifies that they are not in violation of any Oregon tax laws described in ORS 305.380(4), and that they are a resident Contractor as described in ORS 279.029, of the State of _____.

By initialing this space, _____, Contractor hereby certifies that they have not discriminated against any minorities, women or emerging small business enterprise in obtaining any required subcontracts in accordance with ORS 279.111.

Contractor hereby certifies that they _____ are, _____ are not a contributing member of the Oregon Public Employee Retirement System (PERS), and have/ have not been employed for 600 hours or more by a PERS employer during this calendar year.

Date

Proposing Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

FORM A continued

AFFIRMATION STATEMENT

ACKNOWLEDGMENT

STATE)

ss

County of)

On this ____ day of _____, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B¹

INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced ambulance service to Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by Multnomah County or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that Multnomah County, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date _____

Individual Name

ACKNOWLEDGMENT

STATE

)

SS

County of)

On this ____ day of _____ 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B²

INVESTIGATIVE AUTHORIZATION - ENTITY

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Multnomah County's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

FORM B²- continued

(INVESTIGATIVE AUTHORIZATION - ENTITY)

ACKNOWLEDGMENT

STATE OF)
 ss
County of)

On this ____ day of _____, 1995, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM C

REQUEST FOR VERIFICATION OF DEPOSIT

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF)
 ss
County of)

On this ____ day of _____, 1995, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM C
REQUEST FOR VERIFICATION OF DEPOSIT

Depositor: Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. The form is to be transmitted directly to Multnomah County and is not to be transmitted through the applicant(s) or any other party.

COMPANY NAME _____

To be Completed by Depository						
Deposit Accounts of Applicant(s)						
Type of Account	Account Number	Current Balance	Average Balance for Previous Two Months	Date Opened		
		\$	\$			
		\$	\$			
		\$	\$			
		\$	\$			
Bank Card Accounts of Applicant(s)						
Type of Bank Card	Account Number	Current Balance	Average Monthly Payment	Expiration Date		
		\$	\$			
		\$	\$			
Loans Outstanding to Applicant(s)						
Loan Number	Date of Loan	Original Amount	Current Balance	Installments	Secured by	No. Late Payments
		\$	\$	\$ per		
		\$	\$	\$ per		
Please include any additional information which may be of assistance in determination of credit worthiness. (Please include information on loans paid-in-full in loan section above.)						
Signature of Depository			Title		Date	

SECTION V
PERFORMANCE REQUIREMENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section V - Performance Requirements

A. General Overview

The County owns or serves as primary lessee for the vehicles and on-board equipment and the accounts receivable trust account. It is the County's responsibility to:

- . Conduct periodic proposal competition to select and contract the system's service contractor;
- . To review and approve the rates charged by the Contractor;
- . To annually present (as needed) rates to the Board of Commissioners;
- . To review and approve contractual commitments made by the Contractor when such commitments would extend beyond Contractor's current contract cycle;
- . To review and approve equipment lease/sublease arrangements presented by the Contractor; and,
- . In the event of default, to take over and manage all operations until a new Contractor can be secured through a new competitive proposal process.

All day-to-day operations, including system-status management, field operations, billings, collections, purchasing and other operational functions are actually carried out by the Contractor, with routine disbursements to the Contractor from the Lock Box Account in accordance with agreement provisions. In addition to system monitoring and quality assurance, the greatest concentration of County activity occurs during competitive proposal cycles.

The Contractor maintains their central facility and all equipment, hires/fires and provides or arranges for in-service training of all field personnel, proposes and provides justification for rate changes, manages all billing and collection functions, provides reports to the Contract Compliance Committee as requested, cooperates with and responds to the EMS Administration and the County Medical Director on matters related to patient care, and generally manages all aspects of the ambulance system's operations.

As compensation for services rendered, the Contractor receives:

- . Benefit of first-responder services (as available);
- . Market rights as defined in County's RFP "Special Provisions";

- . The option of carryover of amortized costs of certain equipment items into future contract cycles;
- . Cooperation from County in demonstrating Contractor's capabilities to other potential buyers;
- . Income from fee-for-service revenues; and,
- . Potential for contract extension(s) as defined in this RFP;

Payments made to the Contractor from fee-for-service collections are made automatically from the Accounts Receivable Lock Box Account in accordance with the Lock Box account agreement provisions. Thus, once the system is in place and so long as rates, billings, quality of service and response-time performance remain consistent with contract requirements, the entire business structure, in effect, "runs itself," requiring only periodic monitoring to ensure compliance. Should problems develop, mechanisms are provided to allow the County to effect corrective action as appropriate, even to the extent of a total takeover of Contractor's operations should such dramatic action be justified.

B. Contractor's Performance Requirements

The level of clinical response time and financial performance expected by the Contractor can be characterized as follows: clinical performance delivered in accordance with response-time requirements that are measurable with services that are appropriately charged for. On-board equipment and supplies should be upgraded from time to time throughout the term of the contract. Equipment maintenance expectations are high. The system is designed to achieve and maintain high performance standards. Efforts to upgrade and improve service must be pursued by the Contractor.

1. Performance Required

This procurement will result in a performance contract. That is, while the County is interested in a proposer's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and so forth, the County is more interested in the successful proposer's actual performance. That performance shall be summarized as follows:

- a. An appropriate System Status Plan Coordinator Position/ Function must be maintained.
- b. An appropriately staffed ambulance personnel response within response time limits (see Section II) as established by the County.
- c. Clinical performance shall be consistent with current County medical standards and protocols.

- d. The conduct of personnel shall be professional and courteous at all times.
- e. Patient charges for services shall be at the approved rate structure.

The result-oriented nature of this procurement cannot be overstated or overemphasized. A procurement of this nature shall be considered highly desirable both to providers which have already demonstrated the ability to produce performance of this caliber, as well as to well-meaning providers desirous of the opportunity to demonstrate such capability. The County recognizes that some providers may be clearly qualified by current performance to perform this work, while other companies may be apparently capable of performing the work but without a substantially analogous track record. Still other companies may be desirous of developing the apparent capability but do not necessarily possess that capability, even hypothetically, at this time. The County is also aware that even the most diligent good faith effort by the best intentioned provider may fail to produce the required performance results, especially if that provider has no directly comparable successful prior experience in the delivery of the required performance levels.

Even with these considerations, performance results are required under this procurement. An entity that fails to perform will be replaced promptly.

2. Not a Level-of-Effort Contract

The proposal may include a description of vehicle-coverage plans, basing modes, and on-call crew provisions, estimated by the proposer to be sufficient or even in excess of that necessary to meet the required performance standards, for acceptance by the County of the proposer's proposed level of effort. In accepting a proposer's offer, the County neither accepts nor rejects a proposer's level-of-effort estimates; rather, the County accepts the proposer's promise to employ the estimated level of effort or any other greater or lesser level of effort as necessary to the achievement of the clinical and response time performance results required hereunder.

3. Expertise and Judgment

Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the various methods to be employed to achieve and maintain the performance required under this procurement. Compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters comprise each entity's own strategies and tactics for getting the job done well. The County recognizes that different entities may employ different methods, perhaps with equal success. By allowing each proposer to select, employ, and change its management methods, innovation and improved efficiency without sacrificing performance may be accomplished by the proposer.

4. Primary Responsibilities of Contractor

The list provided below identifies primary responsibilities of the Contractor. The list should be considered illustrative of primary responsibilities only, and should not necessarily be considered complete. Numerous ancillary and support functions are also the Contractor's responsibility, such as compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control and numerous other functions. Primary responsibilities of the Contractor include:

- a. Contractor employs and manages all ambulance system-status coordinator personnel.
- b. Contractor provides or contracts for employee in-service training.
- c. Contractor provides or contracts for equipment maintenance.
- d. Contractor furnishes all fuel, lubricants, repairs, initial supply inventory and all supplies (except those supplies replaced by hospitals).
- e. Contractor prepares, monitors and updates the System Status Plan.
- f. Contractor develops, negotiates, and maintains hospital/ ambulance coordination policies, patient equipment "exchange" policies, equipment rotation program, hospital post relationships where appropriate, and maintains good working relations with all other health care contractor organizations and personnel.
- g. Contractor maintains good working relationships with all first responder and PSAP organizations to ensure continued support.
- h. Contractor secures new or replacement ambulance post locations as Contractor determines necessary.
- i. Contractor maintains good working relationships with area 9-1-1/PSAP, fire and law enforcement agencies.
- j. Contractor markets transfer work and other ancillary services to improve system efficiency and to enhance the system's disaster response capacity.
- k. Contractor ensures courteous and professional conduct of office personnel, and field personnel at all times.
- l. Contractor maintains neat, clean, and professional appearance of personnel, equipment and facilities.
- m. Contractor works out mutually beneficial support agreements with

- neighboring ambulance services, subject to approval by the County.
- n. Contractor promotes and maintains good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints.
 - o. Contractor provides, upon request, in-service training to first-responder personnel, and shall in some cases, also provide basic first-responder training.
 - p. Contractor participates actively with EMS Medical Director's medical audit process, provides special training and support to personnel found in need of special assistance to specific skill or knowledge areas, and provides additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to the county medical control committees and the EMS Administration.
 - q. Contractor maintains state and local vehicle permits, as required, and personnel certifications.
 - r. Contractor causes State of Oregon, County Medical Director and the EMS Administration policies to be properly implemented in the field. Contractor shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. The Contractor shall also respond to all quality assurance and incident reports in a timely fashion.
 - s. Contractor shall, when requested, advise the EMS Administration concerning financial implications of changes under consideration.
 - t. When requested by neighboring jurisdictions, Contractor shall analyze service requirements and develop a proposal to furnish service to such jurisdictions.
 - u. Contractor shall operate or have an approved contract for billing/collection and reporting system.
 - v. Contractor shall provide adequate numbers of paramedic preceptors for pre-hospital training programs, as required.
 - w. Contractor shall provide data and records to the Contract Compliance - Rate Regulation Committee.
 - x. Providing all data including financial reports as required in this RFP.

5. Rights and Responsibilities of Field Personnel

Field personnel and system status manager's are certified and/or accredited according to the State of Oregon and Multnomah County. A direct linkage is created between field personnel and the Medical Director. Where issues involving questions of patients are concerned, there is no "chain of command". Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the EMS Medical Director on issues related to patient care.

This direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. Certified personnel are prohibited by the laws, rules and regulations which govern this system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., trip tickets, incident reports, etc.). System Status Coordinators and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.

6. Reasonable Work Schedules and Working Conditions

While this contract is a "performance contract," and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. In line with this need, the Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours without specific approval of the County.

Except as noted in this RFP, no additional specific requirements regarding work schedules and working conditions are established under this procurement.

7. Reasonable Compensation and Fringe Benefits Required

High levels of efficiency are expected and required under this procurement. It is assumed that such efficiency will be derived from the system's superior economies of scale, from off-peak use of excess production capacity, from precision system-status management, from the numerous advantages of a more professional and better motivated work force, from superior management practices and from the effects of periodic competition. It is not, however, intended that economic efficiency should be derived by use of compensation levels for field personnel that are below the industry standard. A copy of

employees benefits handbook shall be kept on file with the County.

The County in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages. However, Contractor shall demonstrate, initially and throughout the term of the contract, that the combined effect of the compensation program for field personnel and system status coordinator personnel provides a financial benefit to these personnel which is at least the substantial equivalent of the average rate of compensation for the private sector field personnel in Oregon.

8. Use of Off-Duty Personnel Pagers

Individual pagers may be made available by the Contractor for individual assignment to each field medic who agrees to carry one. The main purpose of these pagers is to maintain rapid communications capabilities between the EMS Dispatch Center and off-duty personnel in case of disaster, locally or in a neighboring jurisdiction. Proposers may describe other methods for paramedic call-back in lieu of the use of pagers.

9. New Employee Recruitment Methods

At the start of the initial contract, Contractor is required to recruit and give preference to the qualified incumbent paramedics previously working within the local EMS system. Recruitment must also be consistent with contractors affirmative action plan and diversity considerations.

10. EMS Dispatch Center, System Status Management, and Estimated Minimum Unit Hour Coverage

a. EMS System Status Plan Coordination

Contractor shall furnish all manpower for the SSP Coordinator Position at the 9-1-1/PSAP at the BOEC Dispatch Center for the identification and coordination of all resources for the operation of the System Status Plan, subject to approval by the County. Sufficient certified personnel must be present in the BOEC Dispatch Center at all times.

b. System Status Management

A current System Status Plan, approved by Multnomah County must be maintained. The Plan shall be updated as often as necessary after approval of the County.

Since Contractor shall be held responsible for response-time results, and for providing response time equality among the various neighborhoods of the service area, Contractor may otherwise employ and alter such systems status management practices as Contractor sees fit, with County

approval.

c. **Unit-Hour Coverage**

The most important factor affecting response time reliability and system efficiency is effective "unit-hour" utilization. Under this procurement, Contractor is allowed to employ innovation and sophisticated techniques for maximizing unit-hour utilization.

Furthermore, if the winning proposer is able to achieve the required results using even fewer unit hours than the proposer originally projected, the marginal cost savings shall accrue to the financial benefit of the Contractor. However, in certain cases, this financial incentive to cut-unit hour production far below original estimates may, in some cases, work simultaneously to the short-range financial advantage of the Contractor and to the long-range disadvantage of the entire system and the community it services. Therefore, the County has specified in the RFP a maximum unit-hour utilization ratio, above which Contractor shall not operate without approval by the County. However, so long as Contractor's response time performance exceeds the requirements of this contract, and provided Contractor can show that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), the County shall not withhold its approval of Contractor's request to exceed the maximum unit-hour utilization ratio.

11. **Estimated Business Volume**

The County specifically makes no representations concerning the number of calls, transports or "dry runs", quantities or length of long distance transfer service, or frequency of special event coverage which will be associated with this procurement.

12. **Response-Time Requirements**

Specific response time requirements are all to be met and are as specified in the RFP.

a. **PSAP and First Responder Alert**

The need for PSAP and first response alert shall be determined in strict accordance with dispatch protocols approved by Multnomah County. The services furnished by the PSAP and first responders are extremely valuable to patient care, and are indispensable in some cases. The Contractor shall maintain the best possible working relationship between the ambulance service system, PSAP and first-response contractor organizations.

b. **Equalize Response Time Performance**

The Contractor shall operate the ambulance service system so as to equalize response time performance throughout the various jurisdictions of the service area. The County recognizes that it is impossible to fully equalize response time performance throughout all neighborhoods, but does expect the Contractor to effectively minimize such performance discrepancies.

The County shall establish districts or zones for response time analysis purposes, and shall also establish quantitative and objective standards for defining and determining equality of response-time performance among these areas, through approval of the System Status Plan through the County.

c. **Late-run Deductions**

This procurement incorporates provisions for financial deductions from Contractor payments relative to late-runs occurring within a defined service area and for other failures to fully meet required standards. Contractor shall agree with County that, in the event Contractor fails to fully meet the response-time or other performance standards required, the financial deductions shall not be considered "penalties" or as "liquidated damages" within the meaning of the common law or Oregon Statutes, but rather, shall be considered as a reduction in compensation due Contractor because of Contractor's "alternative" performance of the duties required hereunder. Contractor shall further agree with County that said amounts shall be deducted from the amounts to be paid to Contractor from the Accounts Receivable Lock Box Account to be created hereunder.

d. **Response Time Exemptions**

It is understood that "unusual circumstances" beyond Contractor's reasonable control can induce response times that exceed the aforementioned standards. These "unusual circumstances" include only unusually severe weather conditions, disasters, or unusual periods of very high demand upon the system due to multi-casualty situations.

Equipment failure, system status plan error, or simple lack of a nearby ambulance shall not furnish grounds for release from late-run deductions or general response-time standards. If the Contractor feels that any run or group of runs should be exempt from response-time standards due to "unusual circumstances beyond the Contractor's reasonable control," Contractor may request that these runs be excluded from response-time performance calculations and late-run penalties. If the County concurs that the circumstances do fit the contract's exemption criteria, the

County may allow such exemptions in calculating overall response-time performance and/or in assessing late-run deductions.

13. Professional Conduct and Courteous Service Required

The Contractor and its employees are expected to maintain professional and courteous conduct at all times. The Contractor shall address and correct any occasional departure from this standard of conduct.

14. Character and Competence of Employees

All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate permits in their respective trades or professions. The County shall demand the removal of any person employed by the Contractor from working within the Contract, who chronically misconduct themselves or is chronically incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by the Contractor for production of services under this contract without the written consent of the County.

15. Key Personnel and Prohibition Against "Bait and Switch" Proposals

Contractor understands that the County shall, in part, award this proposal based upon the qualifications of proposing organization, and upon the qualifications of key personnel presented in proposers' proposals. If awarded this contract, the proposer shall be expected to furnish the personnel identified in proposer's proposal, and throughout the term of the contract, the proposer shall be expected to continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit a "bait and switch" proposal. Such action may be the grounds for default.

16. Initial Coverage Plan

During the first three months of operations under this contract, Contractor shall adhere to the initial coverage plan submitted in its proposal, or an approved modification of that plan. Thereafter, at Contractor's discretion and with County approval, the plan of coverage may be altered by the Contractor to produce the required response-time performance with the greatest possible efficiency.

It is anticipated that, initially, Contractor may utilize comparatively more unit hours of production time than might be necessary after the Contractor has gained additional local experience. That is, in order to be "safe" during the first quarter of operations, the Contractor is advised to deploy more ambulance units than Contractor expects to deploy later in the contract when, with benefit of more local coverage experience, improved efficiency can be safely realized.

Therefore, the Contractor shall submit in its proposal, its suggested initial coverage plan for the first three months of operations, and if accepted by the County, the Contractor shall be required to adhere to that plan as a minimum "level of effort" during the first three months of the contract. However, the County reserves the right to negotiate an adjustment to this initial coverage plan with the apparent winning proposer, if the County feels that an overly optimistic initial coverage plan is the only important flaw in that proposer's package. The Contractor will still be held to minimum performance standards during this initial coverage period.

This initial coverage plan shall specify locations of ambulances, post priorities, or system status procedures, and address the number of vehicles to be deployed during each hour of the day, each day of the week for local emergency and non-emergency coverage during the first three months of operations.

Response-time penalties may be waived, at the Contractor's request and County's discretion, during the Initial Coverage Plan period.

17. Maintenance of Equipment

Under this procurement, the Contractor shall be responsible for furnishing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work.

The quality of preventative maintenance, employee attitude and accountability, and a persistent effort to correct equipment problems, even cosmetic problems, as they appear, can have an important impact on not only long-term operating costs and equipment replacement schedules, but on overall system performance as well.

18. Coordination of Installation and Debugging of New Equipment Required

It is likely that the Contractor will become involved, from time to time, in assisting the County with installation and debugging of new EMS equipment and software which shall be placed in service over the period of this contract, and it shall be Contractor's responsibility to inspect such equipment for acceptance, cooperate and assist in installation and debugging, and report to the County in a timely manner concerning any problems with such equipment which might reasonably require the County's attention as regards guarantees, warranties, or payment upon acceptance.

19. Multi-Casualty and "Move Up and Cover" Responsibilities

During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business shall be interrupted from the moment the state-of-emergency or multi-casualty situation is made known to the Contractor by the County. Contractor shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the

nature of the disaster. During such periods, the Contractor shall be exempted from response time performance requirements, including late-run penalties, until notified by the County that disaster assistance shall be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local disaster protocols established by that community. When multi-casualty assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

During the course of a state-of-emergency, Contractor shall use best efforts to provide local Code-3 and Code-2 coverage. Normal (i.e., not disaster related) multi-casualty incident calls rendered by the Contractor shall be performed in accordance with the County Mass Casualty Incident plan and protocols. In the course of rendering such services, the Contractor shall not be exempt from late-run deductions, but may appeal penalties for individual calls, otherwise imposed by this contract, and Contractor shall manage any response to such "move up and cover" requests in a manner which does not jeopardize Contractor's ability to render reliable response time performance as required hereunder.

20. Data Collection and Reporting Required

Response data will be supplied by the CAD system at BOEC to the County. The County will then forward the data plus an "exceptions" report to the Contractor. Contractor's data collection and reporting systems shall also meet the following minimum standards:

- a. For each patient contacted, Contractor's ambulance personnel shall complete an approved patient report form, and, if required, Contractor shall furnish a copy of such completed forms to the EMS Administration and other appropriate County medical control committees.
- b. Contractor shall furnish to all employees approved "Incident Report Forms" and shall require employees to utilize such forms, and shall routinely furnish a copy of such completed form to the EMS Administration.
- c. Contractor shall furnish its employees with approved "Equipment Failure Report Forms," shall utilize such forms in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the EMS Administration, upon request.
- d. Contractor shall convey to the County, System Status Plan changes at least 30 days in advance of implementation of such changes.
- e. Contractor shall see to it that all Contractor's employees are appropriately certified at the State level. The Contractor shall furnish records of participation by its employees in continuing education

programs. Contractor shall also furnish periodic reports showing frequency and type of medical incidents covering the period of time for which reports are requested.

- f. Contractor shall document each instance wherein a presumptively defined emergency call resulted in a response time in excess of the standard for Urban, and Rural areas, and shall supply the reason for delayed response time, including a summary of steps taken by the Contractor to eliminate that cause of poor response time performance.
- g. Contractor shall maintain billing and accounts-receivable information as required by the terms of the Lock Box Agreement, billing records capable of documenting Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of County's designated financial representative.
- h. For each call, transport, or account where Contractor fails to furnish required information, as specified in this subsection, County may, at County's option, impose upon Contractor a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer systems shall not be considered beyond Contractor's reasonable control.
- i. Financial reports shall be provided as follows:
 - (1) Financial reports must be provided to the County within 120 days of the end of the fiscal year. Audited statements are preferred. If audited statements are not provided then reviewed statements are required. Financial reports shall also include all auditor notes and opinion letters. All financial reports shall show segmented reporting covering only the operation of the franchise if the Contractor's activities include unrelated income and expenses. Should the County desire an audited statement, Contractor shall be responsible for preparing and presenting such a report within a reasonable time, at no cost to the County.
 - (2) Updated proforma income, working-capital statements and balance sheets for the remaining term of the franchise will be due within 120 days of the close of the fiscal year reconciled by supporting schedules to the proforma statements and audited financial statements.
 - (3) Statements of revenues, expenses and cash flow for each quarter-

year of franchise operations will be due 45 days upon the close of each quarter. The statements shall be in at least the level of detail as the original budget submission. The above-annual statements shall reconcile the quarterly statements.

- j. Data on any individual ambulance call shall be made available to the County as requested.
- k. Response to the County "Exceptions Report" supplied shall be provided to the County monthly, describing the reason for the exception, variances requested and possible corrective actions.

The following table summarizes the franchise reporting requirements.

Multnomah County	
Summary of Ambulance Franchise Reporting Requirements	
<u>Data to be Collected By Contractor</u>	<u>How Often</u>
Field assessment forms and standardized data	As per request of County
Incidents of Unit Breakdown	Monthly
Calls referred to other agencies or to a BLS Unit	Monthly
Level "0" Time	Monthly
Mutual Aid Response Times	Monthly
Hard copies and data in a computer format	Monthly
All calls downgraded by requesting agency	Monthly
For each patient contact: approved patient form; approved ALS record	As per request of County
Incident Report Forms	As per request of County
Equipment Failure Report Forms	As per request of County
Convey changes to County System Status Plan	At least 30 days before implementation
Records of employee participation in continuing education programs	As per request of County
Calls resulting in response times in excess of standards: <ul style="list-style-type: none"> Reason for delayed time Summary of steps taken to eliminate poor response time performance 	As per request of County
Billing and accounts receivable information as required by terms of the Lock Box Agreement	As per request of the County
Audited Financial reports	Within 120 days of end of fiscal year
Updated proforma income, working capital statements and balance sheets for remaining terms of franchise	Within 120 days of end of fiscal year
Statements of revenues, expenses, and cash flow for each quarter/year of franchise operations left	Within 45 days upon the close of each quarter
Data on any individual ambulance call	As per request of County

Note: Contractor shall make available to the County for its examination, its records with respect to all matters covered by this contract.

21. Outside Work

Contractor shall not be prohibited from doing outside work (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, wheel-chair transportation, special-events coverage, Veteran's Administration contract work, etc.) within the Contractor's primary area of responsibility, provided that Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary contract service area ambulance service responsibilities.

22. Contract Commitments

Contractor shall enter into no service contracts (e.g. HMO, hospital specific, critical care, etc.) as part of providing emergency services within the franchise, which would extend the commitment of the provider beyond the date of termination of this contract, or an extension thereof, except as be specifically approved in writing by the County.

23. Most-Favored Customer

Under this procurement, all factors of production (as provided in the System Status Plan and Three-Way Lease), employed by the Contractor in the performance of the work, which is the subject of this procurement, whether furnished by the County or not, shall be devoted to the work of this contract. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work. This provision is not meant to preclude other approved uses of the factors of production for the operation of emergency and non-emergency services.

24. On-Scene Collections

Ambulance personnel shall not request or receive payment for services rendered at scene, en route, or upon delivery, nor accept any "tips" or gratuities.

C. Miscellaneous Provisions

The following miscellaneous provisions are incorporated into this procurement:

1. Compliance With Applicable Laws, Rules and Regulations Required

All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules and regulations apply to the services rendered under this contract, and to maintain compliance with those applicable standards at all

times.

2. Compensation Adjustments For Increased Standards

Under this procurement, the Contractor shall be allowed to periodically apply, as specified in this RFP, for negotiated adjustment to Contractor's allowed fee structure or, in the event changes in applicable federal, state or local laws, rules or regulations require changes in the Contractor's operations which may reasonably be expected to increase the Contractor's cost of performance of services which are the subject of this procurement. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon Contractor's cost of operations shall rest entirely with the Contractor. Rate review outside the annual CPI index will be conducted by the Contract Compliance and Rate Regulation Board which is advisory to the Board of Commissioners.

3. Vehicle Marking, Advertising, Public Relations and Marketing

The County shall have the right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this procurement. All vehicle markings, invoices, yellow page advertising, and other advertising and public information programs and material may utilize County's name in addition to the Contractor's name or trademark.

County understands that Contractor may be a business or professional organization, and that as such, the Contractor would have a legitimate interest in improving and promoting its own image as a competent contractor of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its national reputation, or to jointly promote the goodwill and reputation of the licensed trade name in the local and regional area.

4. Insurance and Indemnification

At all times during the terms of the contract, and throughout any extension periods, the Contractor shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its sub-contractors to maintain insurance as described below:

a. **Worker's Compensation**

Worker's compensation insurance with statutory limits as required by the State of Oregon (ORS Chapter 656). Said policy shall be endorsed with the following specific language:

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

b. **Commercial/General Liability**

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

- 1) Multnomah County, its officers and employees, and the County approved medical supervising physician are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability.
- 3) The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County.
- 4) This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County, EMS Administration.

c. **Automobile Coverage**

Automobile liability insurance covering bodily injury and property damage in an amount no less than \$3,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

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

d. **Medical Malpractice (Professional Liability)**

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

"This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County."

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

e. **Documentation**

The following documentation shall be submitted to Multnomah County prior to initiation of the contract:

- 1) Properly executed certificates of insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
- 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within 30 days of the execution of Agreement.
- 3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

f. **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

g. **Material Breach**

If Contractor, for any reason, fails to maintain insurance coverage which

is required pursuant to this Agreement, the same shall be considered a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from the Lock Box Account due to Contractor, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

5. Non-Transferable Contract

This contract shall not be assigned or transferred, nor shall the duties hereunder be delegated, without the expressed written permission of the County. Similarly, in the event this contract is awarded to an entity, a majority of whose work is related to the performance of this contract, any change in ownership of that entity shall be considered a form of assignment of this contract, and must be approved by the County, provided however, that the County shall not unreasonably withhold its approval of such change in ownership.

6. Lame-Duck Provisions

Contractor shall not penalize or bring personal hardship to bear on any of its employees who shall apply for work with a competing proposer in future proposal cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing proposers at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedic personnel, and EMS System Status Coordinator personnel serving in the ambulance service system, shall have reasonable expectation of long-term employment in this system, even though Contractors may change from time to time over the years. In submitting a proposal under this procurement, the Contractor expresses its understanding, acceptance, and endorsement of this provision.

In addition, should the Contractor fail to win the proposal in a subsequent proposal cycle, the County shall depend on the Contractor to continue provision of all services required under this contract until subsequent winning proposer takes over. Under these circumstances, the County recognizes that the Contractor would, for a period of several months, be operating as a "lame duck" operator. During such period of time, the Contractor shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent proposal to a competing proposer, and Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at Contractor's cutting operating costs to maximize profits during the final stages of the contract.

However, the County recognizes that, if a competing proposer is awarded the

contract in a subsequent proposal cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame-duck" period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not substantially impair Contractor's performance during the "lame duck" period.

7. End-Term Equipment Replacement

Provision is made to allow reasonable amortized costs of new equipment purchased near the end of a contract cycle to be carried over into the next contract cycle.

8. Communication Equipment

Communications equipment and maintenance services are specifically the Contractor's own responsibility and expense unless otherwise stated in this agreement.

9. Minimum Vehicles Furnished

Contractor shall furnish a sufficient number of ambulance vehicles to maintain a surplus of units in excess of peak load unit coverage. If expansion of the primary service area should occur during the term of this contract, system wide peak load unit coverage shall be the basis of this standard. In most applications, a vehicle inventory equal to 133 percent and equipment inventory of 110 percent of peak load unit coverage is considered a minimum safe level.

10. Restriction of Services to Chronic Abusers

To protect the Contractor from possible financial loss as a result of such abuse, the following provisions are made:

- a. Contractor shall, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse after discussions with the Medical Director. If the EMS Director agrees that a named individual is a chronic abuser of emergency services, then the contractor shall follow the listed chronic-abuser policies below.
- b. In the case of such named and confirmed chronic abusers whose attempts to abuse the system include claiming the need for Code-3 or Code-2 ambulance service falsely, Contractor may, at Contractor's own discretion after dispatching an ambulance to the scene, refuse to transport the patient if the Contractor has determined that no such Code-3 or Code-2 condition exists. Refusal to transport must be approved by an

appropriate medical resource hospital physician and/or prior written physician authorization. However, the responsibility and liability for making such a decision shall rest entirely with the Contractor.

The County shall assist the Contractor in gaining cooperation from local law-enforcement agencies to establish standardized procedures for requesting Code-3 or Code-2 ambulance services at the scene of auto collisions and other incidents. In consideration of such cooperation by law enforcement agencies, and in consideration of first-responder services furnished by fire departments.

It is recognized that any entity qualified to participate in this procurement already understands that dry runs, cancels, chronic abusers, and courtesy standby service for law enforcement agencies and fire departments exist in the ambulance service industry. Proposers should utilize their own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as a part of "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities.

11. Standby Services

Contractor shall cooperate fully in furnishing immediate standby coverage, as requested by law enforcement agencies and fire departments, and in accordance with EMS rules, during events where fire fighters or law enforcement personnel shall be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance units, and shall be furnished without additional compensation to Contractor. Non-dedicated standby that can be done based on existing capacity consistent with their system status plan may not charge for that standby service, unless there is a transport.

Except as is provided for in this subsection and in Multnomah County approved dispatch policy and procedures, Contractor shall not engage in telephone call screening, transport refusals, or hand-offs of patient to less qualified crews. All ambulance services rendered under this contract whether Code-3 or Code-2 or "move up and cover" shall be performed by ALS crews operating from ALS units.

12. Audits and Inspections

At any time during normal business hours, and as often as shall reasonably be determined necessary, County's representatives shall observe Contractor's operations, and Contractor shall make available to the County for examination, its records with respect to all matters covered by this contract, and make excerpts or transcripts from such records. County may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel,

daily logs, conditions of employment, and other data related to all matters covered by this contract. County representatives may, at any time, and without notification, directly observe Contractor's operation of the system status coordinator at the EMS Dispatch Center, maintenance facility, any ambulance post location, and a County representative may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationships.

The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

This right to directly observe Contractor's field operations, System Status Coordinator operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance and Rate Review Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times.

13. Cost of Enforcement

If either the County or Contractor institutes litigation against the other party to secure its rights pursuant to this contract, the actual and reasonable costs of litigation incurred by the prevailing party shall be paid or reimbursed by the non-prevailing party.

14. Non-Discrimination

Under Title 6 of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This contract is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL 88-352) and Department of the Treasury regulations with respect thereto including regulations under 31CFR, Subtitle B, Part 51, subpart E, which the Contractor agrees to comply with in the performance of its obligations under this contract.

15. Modifications

County reserves the right to further negotiate with the Contractor the terms of this Agreement.

D. Definitions of Material Breach and Provisions for Emergency Takeover

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

1. Failure of the Contractor to operate the ambulance service system in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations. Minor infractions of such requirements shall not constitute a material breach of this contract.
2. Willful falsification of information supplied by the Contractor during this proposal process.
3. Willful falsification of data supplied to the County during the course of operations, dispatch data, patient report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required under this contract.
4. Failure to comply with the accepted plan for ambulance coverage during the first three months of operations under this contract.
5. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame-duck" period.
6. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame-duck" period.
7. Chronic and persistent failure to maintain equipment in accordance with good maintenance practices.
8. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing proposers during a subsequent proposal cycle.
9. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.
10. Violation by the Contractor of the prohibitions against other uses of factors of production as specified herein, or failure to furnish key personnel of quality and experience as proposal.
11. Failure to comply with approved rate setting, billing and collection procedures.

12. Failure to comply with "most-favored customer" provisions of this contract.
13. Marketing or invoicing of services under a trade name other than the County's approved trade name or the routing of income so as to avoid passing it through County's Lock Box Account.
14. Failure of contractor to cooperate with and assist the County after a material breach has been recommended by the Contract Compliance and Rate Review Committee, and declared by the EMS Director, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.
15. Abuse of the three-way leasing program to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of leased items by the same amount, or by any other business practice which would have a similar effect.
16. For Urban, or Rural areas, failure to comply with response-time requirements for two consecutive months, or any three months in each calendar year.
17. For Frontier areas, failure to meet "best effort" requirements.
18. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
19. Failure to comply with the terms of the three-way equipment lease or sublease required by the contract, which default shall be determined to be a material breach endangering the public's health or safety.
20. Failure to comply with any obligation to the financial institution managing the Lock Box Account, or default on obligations to other financial institutions, which default or defaults are determined to be a material breach which endangers the public's health or safety or not funneling all funds through the Lock Box Account.
21. Failure to provide a replacement performance bond, or other security acceptable to the County, as required by the RFP, which failure shall be determined to be a material breach endangering the public's health or safety.
22. Three or more instances of willful falsification of data in any 12-month period by any Contractor employee.
23. Filing by Contractor of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; appointment of a trustee or receiver for Contractor or for any of Contractor's property; a general assignment by

Contractor for the benefit of its creditors; or entry of a judgement or order determining that Contractor is bankrupt or insolvent.

24. Other material financial instability of the Contractor determined by the EMS Director as impacting the stability of franchise operations.
25. Failure of any subcontractor to meet any of the above standards.
26. Any other willful act or omission of the Contractor which endangers the public's health or safety.

In the event the County determines that a material breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health or safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the EMS Director. After a hearing on and investigation of the matter by the EMS Director with input from the Contract Compliance and Rate Review Committee, a determination will be made by the EMS Director, as to whether a material breach has occurred and whether the public health or safety would be endangered by allowing Contractor to continue its operations. If Contractor disputes the decision, the matter will be forwarded to the Board of Commissioners which will schedule and conduct a hearing on the matter. If a risk to public health or safety is determined by the EMS Director, the immediate takeover of the ambulance franchise may be initiated at the County's discretion prior to the Board of Commissioner's hearing.

Contractor shall cooperate completely and immediately with the County to effect an immediate takeover by the County of Contractor's operations. Such takeover shall be effected immediately or within not more than 72 hours, after such finding of material breach as determined by the County. The County shall keep whole the existing staff and operations until such time as a new Request for Proposal can be reissued and a new contractor secured. The Contractor shall not be prohibited from disputing an such finding of material breach through litigation, subsequent to the decision of the Board of County Commissioners provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County.

These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health or safety, and any legal dispute concerning the finding that a material breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, to Contractor's disbursements from the Lock Box Account, or to equipment subleased to Contractor under the three-way lease program.

Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of material breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find

that the declaration of material breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a material breach of this contract, even if it was later determined that the original declaration of material breach by the EMS Director was made in error.

The Board of Commissioners shall be the final authority for the County. If the County declares the Contractor to be in material breach of this Agreement on grounds other than performance deficiencies determined to be dangerous to public health or safety, the Contractor may dispute the County's claim of material breach without allowing takeover of operations by the County prior to legal resolution of the dispute.

E. Liquidated Damages

The parties agree that the unique nature of the services which are the subject of the contract requires that, in the event of contract non-compliance or material breach leading to a County takeover following a declaration of breach or default, calculation of the injury to the County would be difficult. In the context of such an immediate takeover of the Contractor's operations, it may be difficult to distinguish the costs of takeover, restoration of service, and the eventual recruitment of a new contractor from the County's normal costs of operations during the interim period between contractors. Similarly, if takeover costs and interim operation costs are high, or if interim period revenues are low, it may be difficult to determine whether such effects were the result of Contractor's breach or default versus the effects of faulty management by the County during the takeover and during interim operations.

Costs to the County to implement the emergency takeover, restore services on an interim basis and award a new contract would likely exceed the amount of performance security. Therefore, the Contractor and the County shall agree that \$500,000 plus the value of the accounts receivable up to \$2,000,000 for a total of \$2,500,000 shall constitute liquidated damages for any breach or default which results in the County takeover of Contractor operations. After the emergency takeover and when the County has collected the \$2,000,000 from the lock-box account, the balance of the lock box account shall be turned over to the Contractor. Failure to achieve the \$2,000,000 payment limit from the lock-box account will not limit the liability of the Contractor for payment of the liquidated damages nor the County's ability to collect these funds directly from the Contractor.

Upon declaration of material breach by the Board of Commissioners, the Contractor's rights to disbursements from the accounts receivable shall become the property of the County, and all of the contractor's rights and interest relative to the income from said accounts receivable shall be forfeited up to the \$2,000,000 limit, and the County may use the income from those accounts to finance interim operations.

F. Rights and Remedies Not Waived

The contractor agrees and guarantees that the work herein specified shall be completed

without further compensation than that provided for in the contract; failure of the County to act upon a breach of contract, whether such breach is material or not, shall in no event be considered as acquiescence in the breach, or waiver of the County's right to enforce any term of the contract.

SECTION VI
PROPOSAL EVALUATION PROCESS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section VI - Proposal Evaluation Process

A. Proposal Review Committee/Financial Advisory Committee

Multnomah County will establish a review panel that will be advisory to the County Health Officer. The Proposal Review Committee may include additional non-voting technical experts from Multnomah County including: County Health Officer; County Counsel; County Purchasing Agent; and other technical consultants determined necessary.

The County Health Officer may also, at his discretion, appoint a technical advisory group to evaluate the financial components of the proposal. This advisory group may consist of financial experts (e.g., financial officers from reputable financial institutions) and other technical parties with expertise in financing and financial review. The financial advisory group shall make a presentation to the Proposal Review Committee and will be advisory to that committee.

B. Conflict of Interest

All review committee, advisory group members and other parties involved with the screening of proposals shall be carefully screened by Multnomah County for potential of conflict of interest. Each review participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential review participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the review process.

C. Evaluation of Proposals

Proposals must specify enough information to demonstrate the level of credentials, scope of service and financial capabilities for this franchise to be able to complete the screening and evaluation process. An evaluator will be appointed by the County Health Officer for an initial screening of credentials and proposal completeness. The Proposal Review Committee will review and discuss those proposals passing the initial screening process. Each member of the Proposal Review Committee shall complete an individual Proposal Ranking Sheet and rank each proposal according to the individual reviewer's judgment as to the relative merit of competing proposals.

At the discretion of the Proposal Review Committee, a presentation by the proposers may be requested with at least two weeks notice to each proposer. If requested, each proposer will be allowed 30 minutes of presentation and up to 90 minutes of questions and answers by Committee members. Proposers may include up to eight staff persons of the proposers, however, at a minimum the chief executive officer or equivalent, chief

financial officer and anticipated manager or supervisor of the Multnomah ASA shall be present. The order of presentations will be determined by random draw. *As a condition of submitting a proposal, proposers specifically agree to not attend the presentations of other proposers or receive information regarding another proposer's presentation prior to their own presentation. Violation of this provision shall subject the proposer to disqualification.*

Preliminary score sheets and notes of the Committee members will be kept confidential in the interest of encouraging frank communication between the members of the Committee.

Site visits to the proposer's offices, substations or contract sites may be requested by the Proposal Review Committee.

The Proposal Review Committee will not allow any public testimony during their discussion or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal.

The Committee shall make its recommendations to the County Health Officer which may include that any or all proposals be rejected subject to subsection N. of this section.

D. Scoring Process.

Proposal submissions in regard to each scoring category shall be scored and re-scored by each Proposal Review Committee member as follows:

Step 1. Compare. Each member of the Committee shall individually compare proposal submissions relating to a single category (e.g. Qualifications).

Step 2. Group Discussion by Committee.

Step 3. Identify the Stronger Submission and Assign Maximum Points. Based on that comparison, each team member shall identify the stronger of the proposal submissions in that category, and shall award to the firm submitting the superior offer the maximum points shown for that category. If, in the opinion of the individual reviewer, the top two or more proposals do not differ significantly, the reviewer shall award the maximum number of points to each of those proposals for that category.

Step 4. Award Relative Points to Other Submissions. Having assigned the maximum possible points to the stronger submission(s), the individual reviewer shall then award points for other submissions in that same category, consistent with the reviewer's assessment of the relative strength of the competing submissions, on that category only.

For the category 12(c), Patient Charges, the points shall be prorated based on a formula of the relation of the charges to each other with the maximum points given to the lowest, appropriate charges. (e.g. \$400 charge versus \$600 charge : \$400=140 points,

the maximum, \$600=66% of 140 points or 92 points).

Step 5. Repeat Process for all Criteria. Each individual reviewer shall then repeat Step 1 through 4 until scores have been assigned for all categories.

Step 6. Group Discussion by Committee.

Step 7. Potential Oral Presentations to Committee by Proposers.

Step 8. Group Discussion and Re-scoring. Following group discussion, each team member may re-score the proposals.

Step 9. Calculate the Average Scores for All Reviewers. When all reviewers have completed the re-scoring, the Committee shall collect these scores, and shall calculate the average points awarded to each proposal in each category to three decimal points, and calculate the respective totals. Copies of the final average score sheets will be made available to all proposers, upon request.

Step 10. Contractor Recommended. The firm submitting the proposal receiving the higher point total in the re-scoring phase shall be recommended to the County Health Officer for selection as the exclusive contractor.

E. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Proposer is deficient. It is in the Proposer's interest to submit a complete and accurate proposal.

F. Exceptions Taken to Request for Proposal Requirements

Exceptions should be specifically identified and justified. Applicant requiring clarification of the information or protesting any provision of the RFP must submit comments to County Purchasing by March 20, 1995. Contractor is advised that exceptions to the County's requirements may jeopardize their standings in the selection process.

G. Investigation

Prospective proposers are advised that the County reserves the right to continue its investigation of proposal after the contract is awarded and throughout the term of the contract. The furnishing of false or misleading information during the proposal process may constitute a breach of contract.

H. Authority for County to Investigate and Verify Credentials and Qualifications

Proposers shall submit executed and notarized forms provided including the "Investigative Authorization" forms provided for the proposer's organization and any

subcontractor providing services according to the proposal.

I. Ranking and Weighing of Proposals

It is the County's intent to select a proposer based on the best balance of quality, price, experience and performance assurance. Proposers offering services with pricing which substantially varies from the market (as defined by Medicare allowable or area prevailing charges for either public or private providers of emergency ambulance services), without justification, will be considered as non-responsive.

An initial review of all proposals by the County Purchasing Section for completeness and a review on credentials (pass or fail) will be conducted before any proposal is reviewed by the Proposal Review Committee.

Proposals will be ranked on the following criteria (not necessarily in order):

1. Proposer's credentials and qualifications - 40 points
2. Compensation package and working conditions for prehospital personnel - 15 points
3. Response-time commitments - 15 points
4. Level of clinical sophistication - 10 points
5. Equipment maintenance and management - 10 points
6. On-site key personnel - 10 points
7. Initial (ambulance) coverage status plan - 15 points
8. Implementation plan for System Status Plan Coordination - 10 points
9. First responder program - 10 points
10. Miscellaneous requirements - 5 points
11. Public Information and Education Program - 10 points
12. Billing and collection program - 10 points
13. Costs/charge documentation and recommendations - 15 points
14. Patient Charges - 190 points
15. Fiscal strength - 15 points

Total Points: 380 points

J. Key Innovations/Enhancements

Consideration will be given by the Proposal Review Committee for a Proposer who demonstrates commitment to exceed minimum requirements in any of the following areas:

1. Response time/performance standards
2. Compensation package and working conditions
3. Level of clinical sophistication
4. Equipment maintenance and vehicle management
5. Community education program
6. Reductions in patient charge level

7. Enhancements, which are in the best interest of the County
8. Overall program enhancements or innovative approaches

Total available key innovations/enhancements - 10 points

K. Submission of Additional Information

Any proposer may be asked to meet with the Proposal Review Committee to provide clarification and/or answer questions. County staff or its delegate may undertake additional investigation to verify claims made by the recommended proposer during the proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the proposer.

L. Recommendation to the Board of Commissioners

Subject to subsection N. below, and after final review by County Purchasing the County Health Officer, reviewing the recommendations of the Proposal Review Committee for compliance with the evaluation process, shall forward the recommendations to the Board of Commissioners. Upon the Board of Commissioners' action, the County will develop an agreement of service.

If the selected proposer refuses or fails to accept the Agreement for Services within an established time frame, to be determined by the County, the County may award the contract to the next ranked proposer whom it believes may best serve the County.

M. Required Precontract Bond to Ensure Execution of Agreement

Upon recommendation by the County Health Officer and at the discretion of the Board of Commissioners, the recommended Proposer may be required to post a \$50,000 bond within 15 days of the recommendation to the Board of Commissioners. The purpose of the bond is to insure the negotiation in good faith of a completed contract with the recommended proposer. The bond will be returned to the recommended proposer upon approval of the Agreement for Ambulance Service by the Board of Commissioners.

N. Appeals

The following procedure will apply to applicants who wish to appeal a disqualification or award of contract. Applicants shall submit the appeal in writing to the Purchasing Director within five (5) working days of the postmarked Notice of Award or disqualification. Appeals are to be sent to:

Purchasing Director
Multnomah County Purchasing
2505 SE 11th Ave.
Portland, OR 97202

Appeals must describe specific citation of law, rule of regulation, or practice upon which protest is based. The judgement used in scoring by individual evaluators is not grounds for appeal.

O. Rejection of Proposals

The County reserves the right to reject any and all proposals.

P. Disposition of Proposals

All materials which are submitted in response to the Request for Proposals will become the property of the County and may be returned only at the County's option and at the Proposer's expense. The original copy of each proposal shall be retained for official files.

All materials submitted to the County may be subject to the State of Oregon's public records acts.

Q. Cost of Preparation of Response

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

R. Recyclable Products

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

S. Disputes

In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

T. Publicity

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the general or specific approval of the County.

U. Affirmative Action Plan

The successful proposer must submit a copy of their Agencies Affirmative Action Plan, prior to contract execution.

SECTION VII
OVERVIEW OF MULTNOMAH COUNTY

MULTNOMAH COUNTY EMERGENCY AMBULANCE SERVICES

Section VII - Overview of Multnomah County

Multnomah County is a county of 465 square miles located on northern border of Oregon. It includes the city of Portland and borders on Clark County in the state of Washington and Clackamas, Columbia, and Washington Counties in the state of Oregon.

A. Terrain

Multnomah County encompasses the majority of the Portland metropolis. The county is essentially urban though it contains over 9,500 acres of park land that equal around 20.2 acres for every 1,000 people. The Willamette and Columbia rivers flow through the county. Mt. Hood, located just outside of Multnomah's eastern border, is a majestic 11,235 foot volcanic peak and is one of the most recognized and photographed mountains in the world. Mt. Hood National Forest accounts for around 85 square miles of the eastern portion of Multnomah County. The estimated square miles of the Multnomah ASA is 465.

B. Transportation

Multnomah County offers excellent access by air, rail, water and roads. Most areas of Multnomah County have convenient access to Interstate 5 connecting Multnomah County to California and Washington states. Interstate 84 is the principal route east to Salt Lake City. The Portland/Multnomah County area is served by three transcontinental railroad lines, 15 tug and barge lines, more than 100 truck lines, 14 passenger airlines and 15 cargo airlines.

C. Airports

Portland is just minutes away from Portland International Airport which offers 550 flights to and from over 120 cities each day. Within the county are three general aviation airports.

D. Climate

The climate of Multnomah County is characterized by mild summers and winters. Temperatures below 25 degrees Fahrenheit are rare. July's temperatures average around 67.1°F with an average high of 79°F and an average low of 55.2°F. January's temperatures average around 39°F with a low of 33.5°F and a high of 44.3°F. Annual precipitation averages only 38 inches with 77.5 percent falling from October to March.

E. Population

Multnomah County is the largest county in terms of population in Oregon with a 1993 estimate of 615,000. That is nearly double the population of the next largest county. Multnomah County population grew 5.3 percent from 1990 to 1993. The county is expected to contain 622,290 residents by the year 1995, 658,397 residents by 2000, 683,876 residents by 2005 and 713,990 residents by 2010.

Table 1 provides the 1993 estimated population for Multnomah County cities.

Table 1

1993 Estimated Populations for Cities of Multnomah County	
Regional District	Estimated Pop
Portland	471,325
Gresham	73,185
Troutdale	9,410
Fairview	3,735
Wood Village	2,920
Maywood Park	780
Other	53,645
Total Incorporated	561,700
Total Unincorporated	53,300
Total Population	615,000

Source: Center for Population Research and Census, PSU.

Published by Portland Metropolitan Chamber of Commerce

F. Lifestyle

All of the cities in Multnomah County take pride in their ability to offer residents the following assets: excellent schools, numerous parks, friendly people, easy commuting to jobs (20 minute average), shopping, low crime rates and quality government services. The Portland Metropolitan Area has one of the cleanest and most plentiful water supplies in the country. The area's low utility rates contribute to the low cost of maintaining a residence.

The median sales price of homes in the Portland Metropolitan Area is \$111,800 with a high in Lake Oswego (\$199,500) and a low in North Portland (\$59,900). In 1990, there were 255,751 housing units in Multnomah County and the median monthly home owner cost was \$648 for owners with a mortgage and \$243 for owners without a

mortgage. The mortgage interest rate in April 1994 was 8.42. In 1990, the median household income in Multnomah County was \$26,928. The median gross rent in Multnomah County was \$407 per unit in 1990.

G. Tourism

Around 1.25 billion in tourist dollars are generated in the Portland Metropolitan Area each year. A cosmopolitan atmosphere surrounded by scenic countryside is Multnomah County's strength. The nearby, dramatic profile of Mt. Hood has been a symbol of Oregon's beauty and promise for centuries and is a haven for climbers and hikers. The spectacular Colombia River Gorge, only minutes from Portland, is famous for its excellent wind-surfing and scenery. The County is 90 minutes from Oregon's famous Pacific coastline and also borders on the many of Oregon's colorful wineries.

H. Recreation

There are a full range of recreational activities in Multnomah County and surrounding areas: year-round snow skiing, water skiing, camping, hunting, golfing, hiking, horseback riding, fishing, wind surfing, mountain climbing and swimming. The metropolitan area has 37,000 acres of park land. The area also has a culturally rich environment with over 30 art galleries, 10 museums and 200 non-profit arts and cultural organizations. The metropolitan area also supports a quality symphony, an Opera Association and a \$25 million Performing Arts Center.

I. Industry and Economy

Multnomah County is part of one of the most diversified metropolitan economies in the nation and the most diversified on the West Coast. The economy of the region provides a multi-faceted base for economic stability. Multnomah County's excellent transportation position, its educated, expanding work force and its reputation as a good place to live continue to attract new businesses. In response to increased demand for services, significant commercial and industrial areas have developed within the county's major cities and surrounding areas.

With around 800 high-tech companies located within its bounds, the Portland Metropolitan Area is considered to have one of the highest concentrations of high technology in the nation. Businesses are attracted to Multnomah County because of its cooperative government with supportive services and its expanding global influence. The Port of Portland is third in overall volume on the West Coast.

J. High-Risk Population

According to 1993 estimated populations, 12.8 percent of the County's population was sixty-five years of age or older (78,755). The 1990 Census identified 13.1 percent of the County population as living below the poverty line. An influx of tourists during the spring and summer months, leads to a substantial increase in population that may impact the EMS system. Because Portland is a major business center, the total

population within the County during work hours is also substantially higher than the resident population.

K. Subpopulations/Race Breakdown

Multnomah County has African American (estimated at 6.02 percent), Asian (estimated at 4.43 percent), Hispanic (estimated at 3.15 percent) and Native American (estimated at 1.12 percent) subpopulations. Table 2 is a listing of the population by race for the county.

Table 2

MULTNOMAH COUNTY 1990 Population by Race		
White	507,890	87.98%
Black	35,133	6.02%
Native American, Eskimo, Aleut.	6,734	1.15%
Asian	25,848	4.43%
Pacific Islander	1,478	0.25%
Other	6,804	1.17%
Total Population	583,887	100.00%
Hispanic Origin*	18,390	3.15%

Source: Bureau of the Census, 1990. Published by Portland Chamber of Commerce.

* As defined by the Bureau of the Census, persons of Hispanic origin may be of any race.

L. Staffing and Training

1. Personnel Categories

- a. Emergency Medical Dispatchers (EMD) are certified by the State Board on Public Safety Standards and Training. The EMS Medical Director may set forth additional requirements and further dispatch criteria may be developed by the County. The Bureau of Emergency Communications (BOEC) will continue to dispatch all first responders and contract ambulances according to this criteria. Dispatchers may provide the caller with pre-arrival instructions for patient care after dispatch is under way.
- b. First Responders: In medical emergencies, the various fire departments of Multnomah County act as first responders. It is the stated goal of the Multnomah County ASA Plan that all first responders be trained to the

EMT-Basic level with acknowledgment that this may be difficult due to the volunteer nature of the rural fire protection districts. The EMS program will assist rural contractors in the development and provision of training necessary to meet this goal. In urban areas, fire departments provide many ALS first response units.

c. Emergency Medical Technicians:

All ambulances providing 9-1-1 emergency response shall be staffed by two (2) EMT-Paramedics. Other licensed ambulances may be staffed with EMT-Basic or EMT-Paramedic personnel, according to the level of service. The County may set additional standards for critical-care transfers, and specialized services. In addition to the requirements for State certification, the County may require additional training or education at all levels of prehospital staffing

It is the goal of the EMS System to provide continuing education through a single coordinated educational program. All EMTs will be required to attend periodic inservice sessions in order to maintain their credentials as approved by the County. Contractor agencies will provide education and training to their employees and other EMTs in the system as approved by the County.

d. Nurses:

Multnomah County does not have critical-care nurses routinely accompanying ambulance transports. Only on certain special transfer units, such as the neonatal team, are nurses included. The Board of Nursing has licensure over nursing practice.

2. Training Programs

a. EMT Training:

Training and certification required for those technicians providing ALS care will be at the level of EMT-Paramedic (EMT-P). Training for other EMTs will be at the level of EMT-Basic (EMT-B). The County may require additional training or education.

All training and continuing education may be provided throughout the EMS system through a single, coordinated educational program. Resources now available and additional training resources identified will be "pooled" to allow for their maximum use. The County will establish system-wide criteria that meet the needs of EMTs in both urban and rural settings. This will also insure that all personnel receive appropriate and consistent training.

The training requirements of personnel are as follows:

EMT-Basic

1. Didactic: 110 hours; and,
2. Clinical: Satisfactory completion of a minimum of 8 hours in a hospital Emergency Department, during which clinical skills as required by the Division are performed under direct supervision of a clinical preceptor; and,
3. Exams Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Intermediate

1. Didactic: 76 hours; and,
2. Clinical: Satisfactory completion of a minimum of 44 hours, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
3. Exam: Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Paramedic

1. Didactic: 255 hours; and,
2. Clinical: Satisfactory completion of a minimum of 240 hours distributed among hospital clinical areas as prescribed by the State of Oregon, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor.
3. Field Internship: Satisfactory completion of a minimum of 200 hours, to include at least 40 ambulance calls; no less than 10 each in cardiac, respiratory, general medical, and trauma emergencies, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
4. Exam: Written mid-course and final examinations and final practical examinations as prescribed by the

State of Oregon.

b. Dispatcher Training:

All dispatchers are trained to meet Emergency Medical Dispatcher (EMD) standards set forth by the State Board on Public Safety Standards and Training.

M. Hospital Resources

Within Multnomah County there are ten hospitals offering emergency medical services: Bess Kaiser Permanente, Eastmoreland Hospital, Legacy Emanuel Hospital, Legacy Good Samaritan Hospital, Legacy Mount Hood Medical Center, Veterans Affairs Medical Center, Woodland Park Hospital, and University Hospital. The Level 1 trauma centers serving Multnomah County are the Oregon Health Sciences University Hospital (OHSU) Center and Legacy Emanuel Hospital. The OHSU hospital also functions as the Medical Resource Hospital (MRH) for the county. Paramedics are required to consult with the MRH for certain treatment orders, however, paramedics in Oregon rely extensively on standing orders. An overview of hospital information is provided in Table 3.

N. Communications

1. System Users

Multnomah County is served through a single 9-1-1/PSAP accessible by callers through enhanced 9-1-1. EMS contracts with The Bureau of Emergency Communications (BOEC) for emergency medical triage, pre-arrival instructions, and contract ambulance dispatch. BOEC provides the same services for all police departments, fire departments and districts in the county.

BOEC will continue to provide 24-hour per day staffing of communications personnel for 9-1-1/PSAP answering of telephone for police, fire and medical service requests for the majority of the Multnomah ASA. There is sufficient staffing such that no more than 5.5 percent of the calls will be delayed more than 20 seconds during any one 28-day reporting period.

9-1-1 medical calls are initially processed by call-takers who use the EMS-approved, call-triage guide to determine the nature of the call and the level of emergency or non-emergency response required. Under County rules, if a person calls any ambulance company and requests service, the company must triage that request using the same triage guide that is used at the BOEC and then, if the request is determined an emergency per the triage guide, pass the call information to BOEC for response.

Future EMS dispatching will be governed by a set of protocols and procedures recommended by the EMS Medical Director.

Table 3

MULTNOMAH COUNTY 1994 Hospital Data				
Hospital	Total Beds	E.D. Beds	Monthly E.D. Pt. Volume	Heliport
Bess Kaiser Medical Center	220	26	2750	no
Eastmoreland Hospital	100	9	680	no
Legacy Emanuel Hospital & Health Center	554	23	2900	yes
Legacy Good Samaritan Hospital & Medical Center	539	9	1750	no
Legacy Mount Hood Medical Center	108	9	2000	yes
Oregon Health Sciences University Hospital	360	17	2600	yes
Portland Adventist Medical Center	302	12	2400	yes
Providence Medical Center	397	17	3000	yes
Veterans Affairs Medical Center	300	15	1500	no
Woodland Park Hospital	150	9	1200	no

Source: Survey by The Abaris Group, November 1994

2. System Components

Multnomah County EMS contractors are currently using the following categories of frequencies for EMS communications:

- . Ambulance Dispatch: 800 MHZ (trunked) and MDT
- . MRH/Vehicle: 800 MHZ (trunked)
- . Vehicle/Vehicle: 800 MHZ (trunked) and MDT

- . Ambulance/Receiving Hospital: Communication between ambulance and receiving hospital is communicated on (VHF) HEAR (155.340 MHZ) and 800 MHZ (trunked)
- . Fire Vehicles: 800 MHZ (trunked)
- . MCI communication is done on 800 MHZ (trunked) and (UHF) MED NET 1 (463.000)

Each ambulance unit and fire unit will be equipped with a mobile data terminal (MDT) for communication with dispatch and CAD system and an Automated Vehicle Locator or (AVL).

O. Transportation

1. Transportation to Specialty Care Facilities

Multnomah County is served by one regional burn center at Legacy Emmanuel Hospital and the two regional trauma centers. Patients with these special needs are triaged and stabilized within the Multnomah County hospital system. If advanced specialty care is necessary, patients are usually then transported to one of the regional trauma, burn centers or other specialty centers.

2. Air Medical Transport

Air medical transport in Multnomah County is provided for by Life Flight, based out of Legacy Emmanuel Hospital in Multnomah County. Life Flight helicopters operate within a 100-mile radius of Portland. Life Flight flies a BK117 and Bell 230 aircraft with each having the capability of carrying two patients as well as a BO105 used as backup during periods of maintenance. In addition, Life Flight operates a medical fixed wing Mitsubishi MU-2I to be used outside the hospital radius which it contracts from Premier Jets in Hillsboro.

The Oregon Air National Guard, operating out of Salem, Oregon also assists with search and rescue missions within Multnomah County. The Air Force Reserve Unit (304th) also assists with search and rescue, providing transfers only. Both of these entities do not compete with Life Flight.

3. Special Transportation

The county area is served by private ambulance critical care transport units.

4. Multi-Casualty Transportation

Multnomah County has mutual-aid agreements signed with surrounding counties to assist in multi-casualty transportation.

P. Ambulance Data for Multnomah County

There were approximately 39,045 logged calls and 22,869 transports in the franchise zone during 1993. Currently, the ASA is served by approximately 18-20 ALS ambulances, two privately-owned helicopters and one medical fixed-wing plane.

Tables 4, 5, and 6 provide additional data concerning current ambulance system demand.

Table 4

MULTNOMAH COUNTY 1993 Ambulance Calls by Month and Provider				
Month	Calls by Provider			Total Calls
	AA	Buck	Care	
January	937	1,404	914	3,255
February	807	1,177	825	2,809
March	924	1,323	807	3,054
April	898	1,300	892	3,090
May	1,005	1,514	954	3,473
June	992	1,334	868	3,194
July	910	1,110	735	2,755
August	1,020	1,448	933	3,401
September	984	1,535	1,004	3,523
October	869	1,346	865	3,080
November	899	1,542	933	3,434
December	1,025	1,700	1,076	3,801
TOTAL	11,270	16,733	10,866	38,869

Source: Multnomah County, December 1994

Table 5

MULTNOMAH COUNTY Unit Hours Requested							
Hour	Monday	Tuesday	Wednes.	Thursday	Friday	Saturday	Sunday
1	8	8	8	10	8	11	12
2	10	8	8	8	8	11	11
3	8	8	9	8	8	10	8
4	8	8	8	8	8	10	8
5	8	8	8	8	8	8	8
6	8	8	8	8	8	8	8
7	8	8	9	8	8	8	9
8	8	8	9	8	12	8	8
9	10	10	12	8	13	8	8
10	13	11	10	12	12	10	12
11	13	11	13	14	15	11	12
12	13	16	15	14	14	16	14
13	16	14	16	15	17	16	13
14	15	18	12	14	13	13	14
15	15	16	13	13	13	15	14
16	13	17	13	18	15	14	13
17	13	14	16	17	15	14	12
18	16	16	15	15	15	13	14
19	13	10	15	13	14	14	12
20	11	12	12	13	11	13	14
21	11	15	11	10	13	14	14
22	11	11	12	14	13	14	13
23	11	11	12	10	13	12	13
24	10	10	10	10	11	13	12
TOTAL	270	276	274	276	285	284	276

Source : Multnomah County, December, 1994.

Table 6

MULTNOMAH COUNTY Demand and Current Deployment														
Hour	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
	ave. peak	current	ave. peak	current	ave. peak	current	ave. peak	current	ave. peak	current	ave. peak	current	ave. peak	current
0	6	11	6	10	6	10	7	11.25	6	11.25	8	11.25	8	10.5
1	8	9	4	10	5	9	6	9	6	9.5	8	10	8	10
2	6	9	5	9.5	7	9	5	9	5	9	7	10	7	10
3	3	8.5	5	9	5	9	6	9	5	9	7	10	6	9.5
4	4	8.75	3	9	4	9	3	9	3	9	5	9.5	5	9
5	3	8.5	2	8.5	2	8.5	2	8.5	3	8.5	4	8.5	3	8.5
6	6	8.25	5	8.25	6	9	6	8.25	6	8.25	4	8.25	6	8.25
7	6	10.75	5	10.75	6	11.75	7	10.75	8	10.75	5	10.75	5	10.75
8	7	11.75	7	11.75	9	12	7	11.5	8	11.75	6	10.5	5	10.5
9	9	13.75	8	14	7	14.5	8	14.5	8	13.75	6	12.5	8	11.75
10	9	14	7	14	9	15	9	14.5	10	14	7	13	9	12.75
11	8	14.75	10	14.75	9	15.25	9	14.25	9	14	10	13	10	13.75
12	8	16.75	9	16	10	16.75	10	16.5	11	16	10	14.25	9	15
13	10	18	11	17	8	18	9	18	8	17	9	16.5	10	16.25
14	9	18	10	17	8	18	8	18	8	17.75	10	17	10	16
15	8	17.5	11	16.5	8	17.5	12	17.5	10	17.5	10	16.5	10	15.5
16	9	16.5	10	15.5	11	16.5	12	16.5	10	16.5	10	16	9	15
17	11	16.25	11	15.25	10	15.75	10	15.75	11	15.75	10	15.75	10	15.5
18	9	17.25	7	16.75	11	16	9	16.75	10	16.75	11	16.75	9	16.75
19	8	15.25	9	15	9	14.75	9	15	8	15	10	15	11	15
20	8	15	11	14.5	8	14.5	7	15	9	15	11	15	11	15
21	8	14	8	13.25	9	13.75	10	14	9	13.5	11	13.5	10	14
22	8	14	8	13	9	14	7	14.75	10	13.75	9	13	10	14
23	7	12.75	7	11.75	8	12.25	7	14	8	13.5	9	13.25	9	12.75
TOTAL	178	319.3	179	311	184	319.8	185	321.3	189	316.8	197	309.8	198	306

Source: Multnomah County, December 1995

ATTACHMENT I
DEFINITIONS

ATTACHMENT IDEFINITIONS

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

Advanced Life Support (ALS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 and one of whom must be certified at or above the level of an EMT 3 as defined in ORS 823.020, and which meets the requirements of OAR 333-28-050(2) or 333-28-052(2).

Ambulance - means any privately or publicly owned motor vehicle, aircraft or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advance life support ambulance. (OAR 333-28-000)

Ambulance Contractor or Ambulance Service Contractor - means a contractor of "ambulance services" as defined by ORS 823.305.

Ambulance Service - an ambulance service is a private or public organization or individual providing an ambulance for use in emergency service or a situation which has the potential of becoming an emergency and as defined by ORS 823.305.

Ambulance Service Area and/or "ASA" - means a specific geographic area of Multnomah County which is served by one ambulance service contractor.

Ambulance Unit - an ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

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

Basic Life Support (BLS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 as defined in ORS 823.020 and which meets the requirements of OAR 333-28-050(1) or 333-28-052(1).

Board - means the Board of Commissioners for Multnomah County, Oregon.

BOEC - Bureau of Emergency Communications, the facility operated by the City of Portland Communications Department which operates the 9-1-1/PSAP and the first responder dispatch services for the majority of the Multnomah ASA.

Code-1 Call - any non Code-3 or Code-2 request for service which are scheduled or unscheduled where a physician has determined a need for an ambulance because of a potential for an emergency.

Code-2 Call - any request for service designated as non-life threatening by dispatch personnel in accordance with County policy, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call - any request for service perceived or actual life threatening, as determined by dispatch personnel, in accordance with County policy, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch or CAD - Computer-Aided Dispatch system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Contract Compliance and Rate Review Committee - a committee which evaluates ambulance contract compliance, reviews levies of penalties for non-compliance and reviews appropriate rate requests.

Contract Emergency Ambulance - means a vehicle, meeting the definition of "ambulance" as defined in OAR 333-28-000 and licensed by the County to respond to emergency medical calls.

Contractor - means the ultimate entity that is awarded a contract to operate the Multnomah ASA franchise.

County - means Multnomah County, Oregon

CQI - Continuous Quality Improvement

Department - means the Multnomah County EMS Department.

EMS Contractor - means a contractor of emergency medical services.

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

Emergency Ambulance Service - means the provision of advanced or basic life support, and transportation by ambulance, if appropriate, to respond to all medical emergencies, but the term does not include first responder services.

Emergency Call - a request for an ambulance to transport or assist a person in apparent sudden need of medical attention, or to assist a person who has the potential for sudden need of medical attention, or in a medical emergency as determined by a physician, to transport blood, any therapeutic device, accessory to such device or tissue or organ for transplant.

Emergency Care - means the performance of acts or procedures under emergency conditions in the observation, care, and counsel of the ill, injured or disabled; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon

knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in prehospital emergency care. However, "emergency care" does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.

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

Emergency Medical Services (EMS) - means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

Emergency Medical Technician - means a person who has received formal training in prehospital emergency care and is state-certified to attend any ill, injured or disabled person. Police officers, fire fighters, funeral home employees and other personnel serving in a dual capacity, one of which meets the definition of "emergency medical technician" are "emergency medical technicians" within the meaning of ORS Chapter 823.

Emergency Medical Technician -Basic (or EMT-B) - ambulance personnel as defined in the OAR 333-580-000.

Emergency Medical Technician- Intermediate - personnel as defined in the OAR 333-580-000

Emergency Medical Technician - Paramedic (or EMT-P) - personnel as defined in the OAR 333-580-000

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

Franchise - means a right granted by the Board after a competitive request for proposal process to provide ambulance services as defined by ORS 823.305 on an exclusive basis but subject to the limits and conditions of this Plan. Assignment of as ASA to a rural fire protection district pursuant to Sections 7-1 (A)(1) and (2) of this Plan shall be considered a franchise.

Frontier Area - is a areas within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Geographical Based Information System (GIS) - a state and county mapping system used to integrate data and geographical boundaries.

Governing Law - are the State of Oregon approved Multnomah County Ambulance Service Area (ASA) Plan, ORS Chapter 823, Health Division Rules (Oregon Administrative Rules Chapter 333, Division 28), County ordinances, RFP requirements, rules and County medical control procedures and protocols, which are incorporated into this RFP by reference, which set forth the requirements for service in this RFP.

Lock Box Account - a specially designed bank checking account meeting the standards of the County, that is used to deposit accounts receivables, which are held "in trust" for a defined period of time, in the event of a breach or default of contract.

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

Medical Director - a physician with experience in emergency medical systems who provides medical oversight to the Multnomah County EMS System.

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

Mileage - actual mileage traveled when transporting a patient(s).

Notification Time - means the length of time between the initial receipt of the request for emergency medical service by either a contractor or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service contractors.

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

On-Scene Time - the time an ambulance arrives at the location requested.

Physician - any person duly licensed to practice medicine in the State of Oregon.

Public Safety Answering Point (PSAP/9-1-1) - means the organization that answers calls for police, fire and emergency medical assistance that are received from persons dialing 9-1-1.

Proposer - means the applicant under this RFP process.

Response Time - means the length of time between the notification of each contractor and the arrival of each contractor's emergency medical service unit(s) at the incident scene.

Rural Area - is an area within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Staffed - means qualified persons, physically located at or immediately accessible to an ambulance contractor's base of operation within an ASA, available on a 24-hour basis.

Supervising Physician - means an M.D. or D.O. licensed under ORS Chapter 677, actively registered and in good standing with the Board of Medical Examiners, and approved by the Division, who provides direction of emergency care provided by EMTs.

System Status Management Plan - a management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Management - a management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

Three-Way Lease - a financing tool for all equipment used in the ambulance franchise, allowing the third party (i.e., County) to take responsibility and/or control of all costs should there be a default or breach.

Urban Area - is an area within an ASA which is designated as such in the map in Attachment III of this RFP.

ATTACHMENT II
MULTNOMAH COUNTY AREA
Public Safety Contacts

ATTACHMENT II

MULTNOMAH COUNTY AREA

Public Safety Contacts

David Long
Operations Administration
Emanuel Hospital Life Flight
2801 N Gantenbein
Portland, Oregon 97215
503/280-4239

Dave Phillips
EMS Coordinator
Gresham Fire Bureau
1333 NW Eastman Parkway
Gresham, Oregon 97030-3825
503/669-2567
503/666-8330 (Fax)

Tom Steinman
EMS Coordinator
Portland Fire Rescue
50 SW Ash
Portland, Oregon 97201
503/823-3885
503/823-3880 (Fax)

Sherrill Whittemore, Acting Director
PSAP Bureau of Emergency Communication
9911 SE Bush
Portland, Oregon 94266-2505
503/823-0911
503/762-0334 (Fax)

ATTACHMENT III
MAPS OF RESPONSE AREA

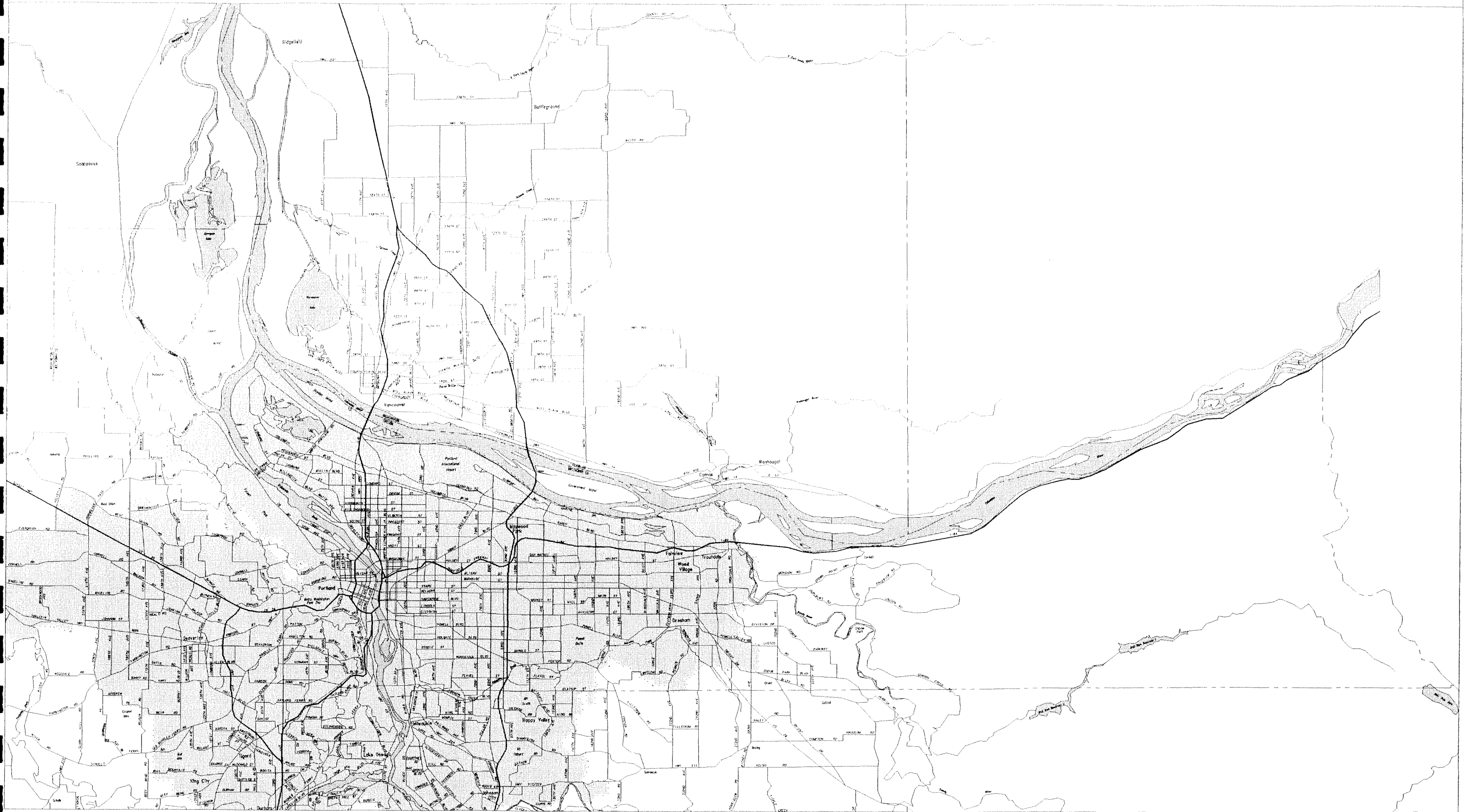
Urban Growth Boundary

Multnomah County and Vicinity

SOURCES:

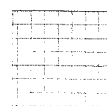
STREET CENTERLINE MAP
U.S. Geological Survey (USGS) and Oregon Department of
Transportation (ODOT), 1988.
Map accuracy: control point positional accuracy is plus or minus
40 feet.
Data collection scale: 1"=2,000'
Registers to USGS 7.5 minute quad sheets.

Scale: 1" = 1500'

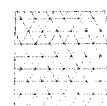


Excluded Areas

Multnomah County and Vicinity



Excluded Area



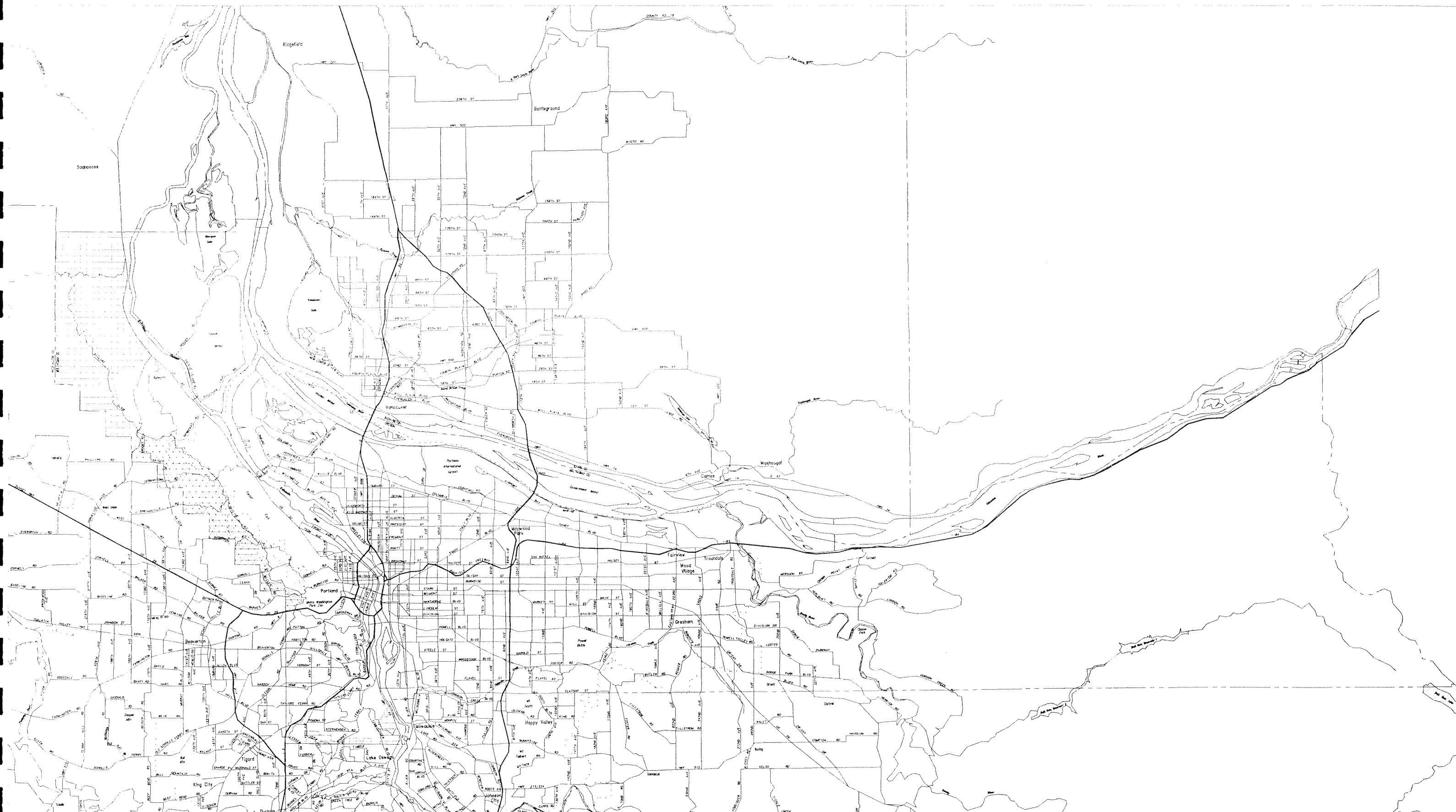
Pending Area

SOURCES:

STREET CENTERLINE MAP
U.S. Geological Survey (USGS) and Oregon Department of
Transportation (ODOT), 1983.
Map accuracy: control point positional accuracy is plus or minus
40 feet.
Data collection scale: 1"=2,000'
Registers to USGS 7.5 minute quad sheets.

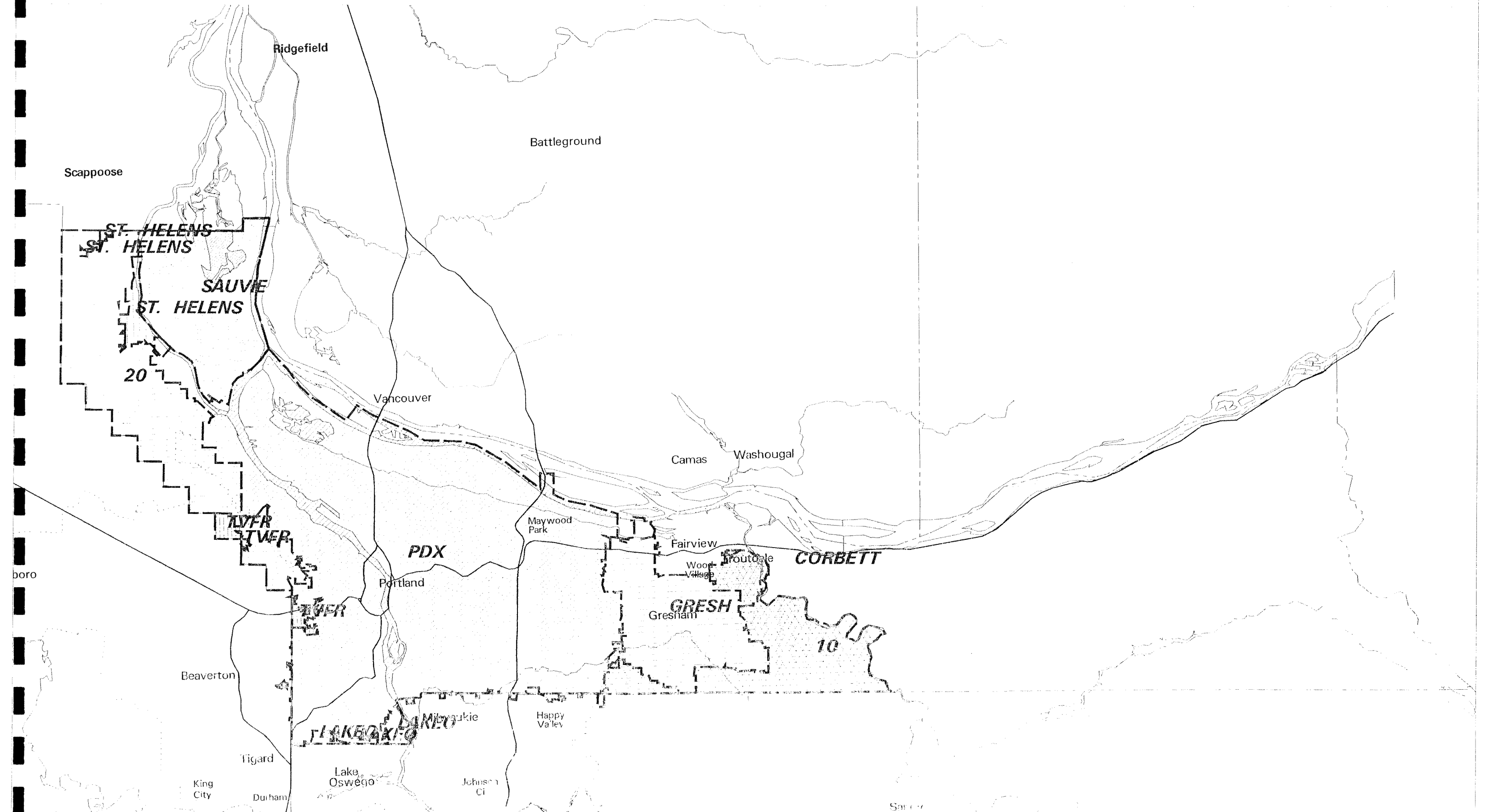
Scale: 1" = 1500'

0' 750' 1500' 3000' 4500'



Multnomah County and Vicinity

STREET CENTERLINE MAP
U.S. Geological Survey (USGS) and Oregon Department of
Transportation (ODOT), 1988.
Map accuracy: control point positional accuracy is plus or minus
40 feet.
Data collection scale: 1"=2,000'
Registers 7.5 minute quad sheets.



ATTACHMENT IV
MULTNOMAH COUNTY
AMBULANCE SERVICE AREA (ASA) PLAN

ATTACHMENT A

**TO THE MULTNOMAH COUNTY ORDINANCE
ADOPTING AN AMBULANCE SERVICE PLAN**

MULTNOMAH COUNTY, OREGON

JUNE 9, 1994

6/9/94

**MULTNOMAH COUNTY, OREGON
AMBULANCE SERVICE PLAN**

JUNE 9, 1994

6/9/94

MULTNOMAH COUNTY, OREGON
AMBULANCE SERVICE PLAN
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AMBULANCE SERVICE PLAN SUMMARY

The Multnomah County Board of Commissioners, based on the findings, conclusions, system design options, and recommendations from participants in the ambulance service planning effort, have approved the following plan:

1. Multnomah County will comprise a single Ambulance Service Area.
2. First response to 9-1-1 medical calls will be provided by fire departments and districts with a minimum staffing standard of defibrillator trained EMT-Basic personnel.
3. Ground ambulance transport for 9-1-1 emergency calls will be provided by a single, contracted ambulance service chosen through a competitive bid process.
4. All other ambulance service will be provided by private ambulances.
5. Air ambulance services will be provided by private helicopter and airplane providers.
6. Ambulances responding to 9-1-1 emergencies will be staffed by two EMT-Paramedics.
7. Dispatch for all 9-1-1 medical emergency calls will be provided by the City of Portland, Bureau of Emergency Communications (BOEC) through a negotiated performance agreement.
8. Primary radio communications for 9-1-1 emergencies will be on the 800Mhz system. Mobile Data Terminals (MDT) will be used for dispatch and communications with the BOEC dispatch computer.
9. Medical direction and supervision will be provided by an EMS Medical Director employed by the county.
10. The EMS Program Office in the Health Department will administer the ASA and the EMS system in Multnomah County.
11. EMS will develop and maintain a pre-hospital patient care, dispatch, and hospital disposition data base for use in monitoring performance.
12. The EMS system will use the Continuous Quality Improvement process to ensure the quality and improvement of patient care.
13. The cost of ambulance transport, the EMS Medical Director, and the EMS Program Office will be financed by fees charged to people receiving care through the 9-1-1 medical response system. Some First Response costs, such as medical supplies and equipment, may be financed through the above mentioned fees.

6/9/94

14. Multnomah County will work with other jurisdictions to move toward a regional approach to EMS.

6/9/94

**CERTIFICATION
OF THE
MULTNOMAH COUNTY
AMBULANCE SERVICE PLAN**

The undersigned certify that pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130 that:

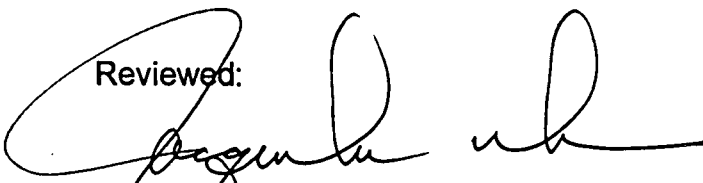
Each ambulance service plan element contained in these rules has been addressed and considered in the adoption of this plan by the Board of County Commissioners and,

In the Board's judgment, the ambulance service area established in the plan provides for the efficient and effective provision of ambulance services and,

To the extent they are applicable, the County has complied with ORS 823.180(2)(3) and 823.310 and existing local ordinances and rules.

Dated at Multnomah County, June 9, 1994.


Beverly Stein
Chair, County Board of Commissioners

Reviewed: 
Laurence Kressel
County Counsel

OVERVIEW OF MULTNOMAH COUNTY

GEOGRAPHY

Multnomah County is the most densely populated county in Oregon. It is a predominantly urban area with approximately 97% of the population residing within the urban growth boundary established by METRO. The County extends from the junction of the Willamette and Columbia Rivers on the West to the foothills of the Cascade Mountains on the East. The County covers 465 square miles.

Because of the hills in various areas of the county snow and ice can cause problems with emergency response.

The large park, forest, and watershed areas in the county may be a barrier to access by emergency vehicles and special rescue resources may be needed. While these areas are hard to reach, fortunately there are few calls for service in these areas.

POPULATION.

1990 Census data shows the following populations:

Jurisdiction	Population	Per cent of county population
City of Portland	437,398	74.9
City of Gresham	68,235	11.7
City of Troutdale	7,852	1.3
City of Wood Village	2,814	0.5
City of Fairview	2,391	0.4
City of Maywood Park	794	0.1
Unincorporated Areas (by subtraction)	64,403	11.0
Total County	583,887	100.0

In addition to the population living in Multnomah County, a large influx of people occurs during the working day increasing the population by up to 25%

6/9/94

EMERGENCY MEDICAL RESOURCES

There are a number of organizations within Multnomah County currently providing emergency medical services.

Fire departments and districts are the first response providers for the entire county. They respond on essentially all the 9-1-1 medical calls. There are two (2) fire departments that provide both BLS and ALS first response; Portland Fire and Gresham Fire. There are five (5) fire departments that provide service at the BLS level only. >

Three ambulance companies provide response for 9-1-1 emergency calls and provide non-emergency services as well. Three other companies provide non-9-1-1 ambulance service only. All ambulances are licensed and regulated by Multnomah County EMS.

All hospitals, with the exception of one, provide emergency services and serve as receiving hospitals for the emergency ambulance services. There are two level-one trauma hospitals in the County. In addition, some patients are transported to hospitals in Washington County, Clackamas County, and Southwest Washington.

There is one air ambulance service serving the County, providing both emergency scene response and inter-facility transport.

6/9/94

DEFINITIONS

Definitions in italic are those found in OAR 333-28-100

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

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the transportation of persons suffering from illness, injury, or disability and licensed by the State pursuant to ORS Ch. 823.

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

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

"Ambulance Service Plan" means a written document that outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of the rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open market system.

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

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

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

"Contract Ambulance" means an ambulance authorized by the County to respond to emergency medical calls.

"County" means Multnomah County, Oregon.

"Division" means the Oregon Health Division, Department of Human Resources.

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

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

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

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

"Emergency Medical Services" (EMS) means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, all ambulance services, patient care, communications, and evaluation.

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

"EMS Program Office" means that organizational division within the County Health Department responsible for the administration of the EMS system in the County.

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

"Expeditious (Best Effort) response" means responding to medical calls as soon as possible upon dispatch.

"Fire Ambulance (Rescue)" means an ambulance, operated by a fire service, licensed for BLS or ALS service.

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

"HEAR" means the radio frequency that may be used for ambulance to hospital and hospital to hospital radio communications.

"Medical Advisory Board" means an advisory committee appointed by the Multnomah County Board of Commissioners as defined in Multnomah County Code.

"MCC 6.32" means the current Multnomah County Code cited as the Multnomah County Emergency Medical Services Code.

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

"MED NET" means those radio frequencies that may be used for EMS dispatch, on-line medical control, and MCI communications.

6/9/94

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

"Non-Emergency Ambulance" means an ambulance, licensed by the County, that provides medical transportation to patients who do not require emergency response and which is licensed by the State pursuant to ORS Ch. 823.. The level of care provided is dependent upon the patient's need.

"Notification time" means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center (9-1-1), and the notification of all responding emergency medical service personnel.

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

"Provider" means any public, private, or volunteer entity providing EMS or ambulance services.

"Provider selection process" means the process established by the county for selection of an ambulance service provider.

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

"Response time" means the time between the notification of each provider and the arrival of each provider's EMS unit(s) at the incident scene.

"Rural" or "rural response zone" means those areas outside the urban growth boundary of Multnomah County.

"Urban" or "urban response zone" means those areas within the urban growth boundary of Multnomah County.

AMBULANCE SERVICE AREA BOUNDARIES

DESCRIPTION.

All of Multnomah County comprises a single ambulance service area. There is concern that the portions of the county that are rural in nature and have a low population density cannot support the ground response time standard applicable for the urban areas.

The use of the Urban Growth Boundary, developed by METRO, as a demarcation between urban and rural ambulance response time zones in the County will provide for a more realistic application of response time standards. (Attachment A)

ALTERNATIVES FOR RESPONSE TIME REDUCTION

RURAL CONSIDERATIONS

Because of the need to provide the most efficient and effective service to citizens within Multnomah County, certain areas of the County have already been deemed better served by agencies responding from outside the County. These areas are considered to be within the County ambulance service area and intergovernmental agreements specify the details of service for each of these areas. (Attachment B) The areas affected are:

- The community of Dunthorpe
- Portions of Multnomah County located in Lake Oswego.
- The Skyline area in the Northwest portion of the County.
- The area adjacent to Columbia County served by Highway 30.
- Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties.

In addition, Multnomah County EMS serves areas in other jurisdictions by similar agreements. These areas are:

- The North end of Sauvie Island located in Columbia County.
- Portions of the City of Portland located in Washington County.

It is the intent of this plan to foster regional approaches to ambulance service area planning, management, and service to reduce any negative effects on service that may be caused by political boundaries.

6/9/94

Therefore, in order to maximize the effectiveness of the resources available throughout the region, within 90 days from the approval of this plan, the EMS office will bring together all current and potential parties involved in EMS in Multnomah County, Clackamas County, Washington County, Columbia County, Hood River County, and the State Parks to develop a regional plan and subsequent agreements for the provision of EMS services in the area.

(A map showing the fire districts for first response, and city boundaries is included in Attachment C.)

PREVENTION

Reducing the number of inappropriate 9-1-1 calls will allow for better utilization of resources and improve cost efficiencies. There will be a program, coordinated by the EMS program office, that will have as its goal the appropriate use of 9-1-1 for emergency medical requests. All providers will participate in this effort.

In addition, the EMS office will coordinate public education programs designed to reduce injuries, promote wellness, and enhance 9-1-1 system access. This coordination will take place between ambulance services, hospitals, law enforcement agencies, other area EMS providers, and the medical community.

Current resources can be used to promote the appropriate use of 9-1-1. However, additional sources of financial support such as grants will be sought for injury prevention and other aspects of the program.

SYSTEM ELEMENTS

RESPONSE TIMES.

DISPATCH.

At least ninety (90) per cent of responses to medical calls received by the Public Safety Answering Point (PSAP - 9-1-1) will be dispatched within eighty(80) seconds.

Medical call-taking and dispatch will continue to be governed through a performance contract between Multnomah County EMS and BOEC. This contract specifies the procedures to be used for dispatch, the triage requirements for calls, pre-arrival instructions to be given to callers and the review process to be used for the medical dispatch function. The development of these criteria is the responsibility of the EMS Medical Director. (Attachment D).

RESPONSE STANDARDS.

Response time will be measured from the time BOEC dispatches a unit until the unit reports arrival at the scene of the incident. Times shall be those recorded by the BOEC dispatch computer. Response times shall be uniformly distributed throughout the urban or rural zones. The following response time standards apply only to emergency calls. Non-emergency calls dispatched by BOEC, or turned over to non-emergency ambulances, will be run in an expeditious manner.

FIRST RESPONSE

The response standard for urban First Responders is four (4) minutes, zero (0) seconds or less to at least ninety (90) per cent of medical calls.

Rural First responders will respond in an expeditious "best effort" as soon as dispatched.

AMBULANCE

Within the Urban Growth Boundary:

Contract ambulances will respond to ninety (90) per cent of medical calls in eight (8) minutes, zero (0) seconds or less. This response time presupposes the current first response staffing and time goals. Increasing the timeliness and intensity of first response may allow for longer ambulance response times. Should this be the case, this plan allows for the incorporation of those response time requirements in lieu of the eight minute requirement. Advice from the medical community (Medical Advisory Board, Physician supervisors, ACEP, and other interested physicians) will be sought regarding the efficacy of changes in the first response criteria and extended ambulance response times.

Outside the Urban Growth Boundary:

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Contract ambulances will respond to at least ninety (90) per cent of medical calls in twenty (20) minutes, zero (0) seconds or less.

Frontier (minimally populated area - e.g. Bull Run water shed):

Calls will be responded to in an expeditious, "best effort" manner as soon as the unit(s) are dispatched. The important element for response into these areas is the immediate response to the dispatch to insure that help is moving toward the incident as soon as possible.

EMS PROVIDER RESPONSE LEVEL OF CARE

Multnomah County's emergency medical services will be provided using a combined system of non-transporting first response and transporting ambulances.

Emergency medical calls, when appropriate by dispatch protocol, will receive a first response.

In accordance with priority dispatch criteria employed by EMS Dispatch, first responders will be sent to identified calls and an ambulance will be dispatched to all calls.

The goal of EMS dispatch is to send to each medical call, the amount of service necessary to provide quality medical care. It is the intent of this plan to avoid duplicated or unnecessary responses, providing cost savings to the system.

Contract ambulance service will be provided by a single ambulance service. The contracted provider may not subcontract emergency ambulance service to another provider.

The fire services that maintain rescue vehicles licensed as ambulances may continue to provide ambulance response under unusual circumstances (e.g. inclement weather, unusual service demand, etc.) as allowed for by protocol.

There will be a single system status dispatch plan for the entire ASA. The appropriate first responder, and the closest ambulance, as recommended by the dispatch computer (CAD), will be dispatched to each call.

Dispatch criteria will be developed by the EMS Medical Director.

PERSONNEL (STAFFING)

FIRST RESPONSE

RURAL CONSIDERATIONS

It is the goal of this system to have all first responders trained, at a minimum, to the EMT-Basic level. Rural first responders should attempt to have at least one EMT-B at the scene of a medical call. It is recognized that because of the size and the volunteer nature of the Rural Fire Protection Districts serving

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parts of Multnomah County, this training level may not be feasible soon. The EMS program will assist rural providers in the development and provision of training necessary to meet this goal.

URBAN AREAS

Portland Fire and Gresham Fire currently have all response personnel trained to the EMT Basic level and provide many ALS first response units, with at least one (1) EMT-Paramedic responding on those units. Should it be determined appropriate for the urban response and agreed to by the fire providers and the county, all responding fire units may be required to staff at the ALS level.

AMBULANCES

All ambulances providing 9-1-1 emergency response will be staffed with two (2) EMT-Paramedics.

Other licensed ambulances will be staffed with EMT-Basic or EMT-Paramedic personnel, according to the level of service.

Additional staffing standards may be set by the EMS Medical Director for critical care transfers or other specialized services.

MEDICAL SUPERVISION

EMS MEDICAL DIRECTOR

Multnomah County will employ an EMS Medical Director (EMSMD), through the Health Department, who will serve as the medical director for the EMS program and be the physician supervisor for all EMTs in the employ of providers of ambulance services in the County. In addition and by agreement, the EMSMD may serve in this same capacity for EMTs employed by other EMS providers. The EMSMD will provide medical advice to all aspects of the EMS system and will have specific authority to set uniform standards of EMS patient care for the County. These standards will include, but not be limited to:

- Dispatch and pre-arrival protocols;
- Transport triage criteria and protocols;
- County specific EMT requirements;
- Approved equipment, supplies and drugs;
- Patient care protocols;
- Medical criteria for response times; and
- Patient transfer criteria.

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The EMSMD will create policies for limiting the practice of EMTs if necessary, and will ensure that these policies are carried out with adequate due process protections.

The EMSMD will also set specific standards for training and continuing education for EMTs and EMDs.

The EMSMD will assist rural volunteer fire districts in meeting the state standards for EMT training.

The EMSMD will ensure that all providers within the system participate in a quality management program designed to provide for continuous quality improvement in patient care and all other aspects of emergency medical services. This process will provide the basis for changes in medical care protocols and the educational and training standards set forth by the EMSMD.

The EMSMD may, at his or her discretion, and as funding allows, appoint assistants to help carry out the duties assigned to the EMSMD. The EMSMD however, retains the sole responsibility for all assigned duties.

The EMS program will provide office and administrative support to the EMSMD.

MEDICAL ADVISORY BOARD

An EMS Medical Advisory Board (MAB) will provide medical advice to the EMSMD.

Other committees and groups may be formed to provide specific advice to the EMSMD or the EMS program.

The MAB will provide reports to the Board of County Commissioners on the effectiveness of medical care provided by the EMS system at least annually.

(See Attachment E - EMSMD position description)

ON-LINE MEDICAL CONTROL

On-line medical control will be provided by a Medical Resource Hospital (MRH). Standards for on-line medical control and MRH operations will be set forth by the EMSMD and implemented through a performance contract with the hospital. The EMSMD will monitor the performance of the MRH contract. (Attachment F)

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PATIENT CARE EQUIPMENT

Requirements for equipment and supplies will be determined by the level of service (ALS, BLS, emergency, non-emergency) provided and will be set by the EMSMD.

FIRST RESPONDERS

All first response vehicles will be required to carry medical equipment and supplies appropriate to their level of service, as defined by the EMS Medical Director.

AMBULANCES

All ambulances will be required to maintain equipment, supplies, and drugs appropriate for their level of service (ALS, BLS) as required under OAR 333-28-050 and as required by the EMSMD. Ambulances will be inspected on a regular basis, by the EMS office to determine compliance with these requirements. (Attachment G)

RURAL CONSIDERATIONS

The EMS program will assist rural first responders in obtaining the necessary equipment to maximize their response capabilities. (e.g., automatic defibrillators)

VEHICLES

FIRST RESPONDERS

First response vehicle standards are the responsibility of the agency that operates them. The vehicles must meet any medical requirements of the EMSMD.

AMBULANCES

Ambulances will meet all relevant State and Federal statutes and rules and must meet any additional requirements of the EMSMD.

TRAINING AND EDUCATION.

EMERGENCY MEDICAL TECHNICIAN (EMT) LEVELS

Training and certification required for those technicians providing ALS care will be the level of EMT-Paramedic. In addition to the requirements for State certification, the EMSMD may require additional training or education.

Training and certification for other EMTs will be at the level of EMT-Basic.

In addition to the requirements for State certification, the EMSMD may require additional training or education.

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It is the goal of this plan to encourage EMT-Basic training and certification for all 9-1-1 medical call first responders. EMS will work with the first response organizations to help realize this goal.

CONTINUING EDUCATION.

All training and continuing education will be provided throughout the EMS system through a single, coordinated educational program. Resources now available and additional training resources identified will be "pooled" to allow for their maximum use. The EMSMD will establish system-wide criteria that meet the needs of all levels of EMTs in both the urban and rural settings. This will also insure that all personnel receive appropriate and consistent training. The content offered will meet certification requirements and will reflect the outcomes and findings of the quality improvement process.

The EMS Program will continue to provide periodic inservice sessions to introduce changes in patient care protocols, administrative rules, State requirements, and other pertinent information. All EMTs will be required to attend to maintain their credentials as approved by the EMSMD.

The EMSMD may require EMTs to obtain additional training and education. Provider agencies will offer training and education to their employees and other EMTs in the system as approved by the EMSMD, and as part of the coordinated EMS educational program.

The EMS educational program will specifically assist rural first responders in obtaining the training necessary to meet system goals.

QUALITY ASSURANCE

STRUCTURE

The basis for quality assurance in the County will be a Continuous Quality Improvement (CQI) process. This model, based on the Total Quality Management theory espoused by W. Edwards Deming, is currently employed in a number of service industries, including hospitals. The focus of this process is statistical quality sampling to improve uniformity and quality of patient care. It involves standardization, measurement, testing, and inspection in a continuous process of improvement and training. When problems are identified, their resolution is accomplished within the involved system components, through participation by the people responsible for the operation of these components. The EMS CQI process will bring together all members in the EMS system to identify problems and work out solutions in a structured, participatory manner. The process employed may use peer review, problem solving groups, or other methods. Problems are addressed at the appropriate level within the organization with the end goal of improved service.

PROCESS AND PROBLEM RESOLUTION

Implementation of CQI will involve the education of EMS personnel in the process and the development of data sources.

The CQI process will analyze data on all aspects of the EMS system including dispatch, response times, medical supervision and control, patient

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care, EMT and EMD performance, and other components. The data will come from computer databases, patient care chart reviews and audits, complaint patterns, patient outcomes, and other relevant sources. The outcomes of the process are information, problem solving, and system improvement. These outcomes will serve as the basis for system change.

The EMS office will provide staff support for the CQI process. The CQI process is *not* oriented to fixing blame for mistakes, but to learning from the analysis and resolution of identified problems.

SANCTIONS

Ambulance service contracts will specify fines or other remedies that will be imposed if certain conditions are not met. In addition, the contracts will identify those conditions that will constitute a breach of the contract and the conditions for termination of the agreement.

The EMS ordinance and administrative rules currently allow for sanctions for non-compliance. These remedies will continue as part of the licensing process for both contract and non-emergency ambulances.

It is not the purpose of the CQI process to apply sanctions or other remedies to non-compliant providers. Any remedies employed will be identified in the contract or agreement with the provider or in the ordinance. Any remedies directed to individual EMTs will be specified in the ordinance and be the responsibility of the EMSMD.

ADMINISTRATION AND COORDINATION

PLANNING AND ADMINISTRATION

MCC 6.32 establishes the authority of the Board of County Commissioners (BCC) to develop, approve, and administer the ambulance service plan. MCC 6.32 further defines the administration of the EMS system and the license requirements for ambulance providers (contract and non-emergency).

Administration of the ambulance service plan and the EMS system will reside with the Multnomah County Health Department EMS Program Office. All medical care components of the system will be under the authority of the EMS Medical Director.

Specific relationships with contract ambulance providers, 9-1-1 dispatch, and MRH will be delineated in intergovernmental agreements and contracts. These documents will be performance based and will specify the duties, responsibilities, compensation, remedies, and other aspects of the relationship between the County and the contractor. Similar agreements will be encouraged between the County and first responders and may include compensation. Compensation shall be contingent upon the agreement by the first responder to use EMS system standards as its target response times.

The EMS Program Office will administer and monitor these agreements and make recommendations to the Commission on the continuance, renewal, or termination of the agreements.

Non-emergency ambulances will be regulated through the licensing requirements specified by ordinance. There are no restriction on the number of ambulance licenses available No other agreements are anticipated.

RATE REGULATION

The Board of County Commissioners, as part of the ambulance contracting process, will approve all rates for emergency ambulance services provided under this plan.

There will be a single charge schedule that will apply uniformly throughout the service area for services provided to 9-1-1 callers.

There will be a Rate Regulation Board (RRB) composed of EMS providers (other than in Multnomah County), business and accountancy representatives, and service users. The RRB will be responsible for the verification and appropriateness of the rates proposed in the bid process and will recommend to the Board of County Commissioners the approved initial rates. The RRB will also serve as the rate review body to hear and recommend action concerning subsequent requests for rate adjustments. Rate adjustment formulas, such as the Consumer Price Index (CPI), may be included in the agreements. The RRB recommendations will be made to the EMS Program Office and the Board of County Commissioners as part of contract approval and modification processes.

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The RRB will also review any system requirements that may have a significant financial impact on the providers. If the committee determines that such an impact is present, it may recommend a rate adjustment to compensate for the requirement.

The RRB will develop specific guidelines for the rate regulation process. These will include standards by which to determine the appropriateness of requests for rate increases.

Non-emergency ambulances will not be subject to the rate determination process. Fees charged for their services will be driven by the market for such services. They will however, continue to charge only those fees that are on file with the EMS Program Office.

COMPLAINTS

Standards for the fair and equitable handling of complaints concerning pre-hospital patient care and ambulance service will be adopted by the EMS Program Office and the Medical Director.

Complaints regarding EMS provider actions or services will be received by the EMS Program Office from any source. All information relevant to the complaint will be collected and reviewed by EMS staff. The information may include dispatch records, patient care reports, invoices for service, incident reports, hospital records, interviews, and other documents. Complaints will be resolved through three mechanisms:

1. Medical care complaints will be referred to the Medical Case Review, currently provided by the EMS Quality Assurance Committee, for impartial review and recommendations. Disposition of these complaints will be handled by the EMS Medical Director.

2. Dispatch and system response complaints will be initially reviewed by EMS staff. Some complaints may be referred to the Dispatch Committee for review and recommendation. Individual case dispositions will be handled by the EMS Program Office.

3. Complaints about ambulance charges and other non-medical, provider-related complaints will be reviewed by the EMS Program staff who will be responsible for the disposition of each case.

Complaints will be concurrently forwarded to the service provider on a timely basis.

If it is determined appropriate, complaints may be referred to other agencies for disposition (e.g., District Attorney for complaints that may be of a criminal nature).

All complaints that include medical or other sensitive information about identifiable patients will be considered a function of the Quality Assurance process. Confidentiality will be protected as required by relevant statutes.

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Confidentiality applies only to the patient or medical information and does not preclude the release of other information regarding complaints filed concerning providers.

Complaints and their resolutions will constitute a data source available to the Quality Improvement process. In addition, all complaint information will be available to the EMS Medical Director for use in the medical supervision of EMTs.

MUTUAL AID AGREEMENTS.

ROUTINE EMS SERVICES.

For certain portions of Multnomah County, intergovernmental agreements will allow for response from agencies outside the County. Multnomah County providers will respond into other jurisdictions under similar agreements. The areas are described earlier in this document.

UNUSUAL CIRCUMSTANCES (MCI, DISASTER)

Fire district and fire department mutual aid agreements are in place for events that overtax the resources of a given fire district.

Similar agreements will be executed on a regional basis to allow ambulances from outside the County to respond at the request of EMS Dispatch.

In addition, *all* ambulances, contract and non-emergency, licensed in Multnomah County, are required to respond to disasters and MCI when requested to do so by the EMS Program Office through BOEC dispatch.

DISASTER RESPONSES.

MASS CASUALTY INCIDENT.

The County's Mass Casualty Incident (MCI) plan is developed by a multi-disciplinary, tri-county committee and adopted under County Ordinance (MCC 6.32). This plan, and similarly adopted plans used by the counties surrounding Multnomah County provide the direction for the organization and use of resources if there is a MCI. This plan is also incorporated as an annex in the emergency management disaster plans of the County and other local jurisdictions. (Attachment H)

In an MCI, medical communication and patient destination is the responsibility of the Regional Hospital. Regional hospital is designated by the EMS program Office in conjunction with other affected counties.

In the event that resources exceeding those normally available for EMS service to the County are needed, additional ALS and BLS ambulances and other resources within the County may be used. The EMS Administrator (or BOEC, per protocol) may request the use of out-of-county resources through those jurisdiction's emergency managers. Normal staffing requirements for

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ambulances may be waived under these circumstances. A resource list of potential responders is maintained at BOEC.

DISASTERS

Planning has started that will identify how medical resources will be used if there is a disaster. For purposes of this planning, disasters are events that disrupt the normal infrastructure that is relied upon to provide daily EMS services. These could include earthquakes, floods, or other events that cause failure of communications, roads, power, medical care sites, overwhelming numbers of ill or injured, or similar problems. The plan will include initial assumptions on the availability of emergency medical care, immediate operations, and recovery from the event. This planning is a cooperative regional activity.

SPECIAL PERSONNEL AND EQUIPMENT.

HAZARDOUS MATERIAL RESPONSE (HAZ-MAT)

HAZ-MAT response is the responsibility of the fire districts and departments within Multnomah County. HAZ-MAT response plans include the determination of the hazard, its effect on people, and the appropriate neutralization, decontamination and medical care actions to take in the pre-hospital and hospital settings. (Attachment I)

Transport and receiving hospital standards for exposed patients and care givers are under development.

SEARCH AND RESCUE

Search and rescue operations are the responsibility of the Multnomah County Sheriff. The Sheriff's Office serves as incident commander for search and rescue operations. EMS and fire responders provide resources as required by the incident commander. Along with the governmental and associated volunteer resources, there is a specialized team (Reach and Treat) available from one licensee. (Attachment J)

SPECIAL EMERGENCY RESPONSE TEAM (SERT)

In addition to the standard EMS response, specialized paramedics from the fire services provide emergency medical service to the Police SERT team members. This is a function controlled by the police and not part of the normal EMS response.

SPECIALIZED RESCUE

Multnomah County, through the fire districts, has the following specialized rescue abilities:

- Extrication
- High Angle Rescue

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- Trench Rescue
- Dive rescue

There are no specialized medical component to these rescue services. Medical care is provided by Fire EMTs assigned to the rescue teams. (Attachment I)

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EMERGENCY COMMUNICATIONS AND SYSTEM ACCESS.

TELEPHONE

Multnomah County is served through a single Public Safety Answering Point (PSAP, 9-1-1 center) accessible by callers through Enhanced 9-1-1. EMS contracts with the Portland City Bureau of Emergency Communications (BOEC) for emergency medical triage, pre-arrival instructions, and contract ambulance dispatch. In addition, BOEC provides the same service for all police departments and fire departments and districts in the county.

DISPATCH

Current EMS call-taking and dispatch is governed by a set of protocols and procedures, developed by a committee of dispatchers, first responders, EMTs, providers, and physicians. With the proposed changes in the system, "criteria based dispatch" protocols and procedures will be recommended to the EMS Medical Director and promulgated through contracts and as formal County EMS administrative rules. EMS Dispatch at BOEC (and any other ambulance dispatch) is required to use these protocols and procedures. (Attachment K - Current protocols)

BOEC will continue to dispatch all first responders and contract ambulances. BOEC will also dispatch any fire rescues used as ambulances. Ambulances may, in the future, be dispatched by the ambulance provider if approved by the EMS Program Office.

9-1-1 medical calls are initially processed by call-takers who use the EMS approved call triage guide to determine the nature of the call and the level of emergency or non-emergency response required. (In addition, under County rules, if a person calls any ambulance company and requests service, the company must triage that request using the same triage guide that is used at BOEC and then, if the request is determined an emergency per the triage guide, pass the call information to BOEC for response.)

Call information is then sent (via computer) to the dispatcher. Through a computer aided dispatch system (CAD), the status of all fire units and ambulances is available to the dispatcher. The dispatchers send fire and ambulance units, as appropriate, depending on the nature and location of the call.

As dispatch is under way, the call-taker (who has remained on the line) may provide the caller with pre-arrival instructions for patient care as specified in the protocols.

Depending upon the location of the call and the availability of ambulances, an out-of-county unit may be dispatched. This is accomplished by direct radio contact or by telephone to the appropriate dispatch center.

RADIO COMMUNICATIONS

Current:

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All ambulance dispatch is done on (UHF) MED NET 9 (462.950).

Fire first response dispatch is done on the fire channels.

Medical direction from MRH is communicated on (UHF) MED NET 4 (463.075).

Ambulance to receiving hospital patient information is communicated on (VHF) HEAR (155.340 MHz)

MCI communication is done on (UHF) MED NET 1 (463.000)

Effective in Summer, 1994:

All the above communications will be done using a "800 MHz trunked" radio system now being installed through out the County by the City of Portland. In addition each contract unit and fire unit will be equipped with a mobile data terminal (MDT) for communication with dispatch and the CAD system. The ability to use the HEAR system will be maintained.

RECEIVING HOSPITAL AVAILABILITY

The availability of hospitals to receive ambulance patients is communicated on a computer link network (CHORAL). This system displays a number of hospital status conditions that may result in the diversion of ambulances. Receiving hospitals are required to use the CHORAL system if they wish to divert ambulances from their hospital. (Attachment L)

EMERGENCY MEDICAL DISPATCHER TRAINING

All dispatchers and call takers at both BOEC and at the ambulance companies are trained to meet Emergency Medical Dispatcher EMD standards set forth by the State Board on Public Safety Standards and Training (BPSST). The EMS Medical Director is responsible for the medical protocols used by these dispatchers and for the medical supervision of their performance and may set forth additional requirements.

WORKFORCE ISSUES

STABILITY

The ambulance provider will be required to submit a plan, as part of the contracting process, that will specify their policies and methods to insure the minimal turnover of personnel providing patient care. This plan will become part of the evaluation for contract or agreement performance.

DIVERSITY

The diversity of personnel regarding gender, race, and ethnicity in the EMS system in Multnomah County, and throughout the state leaves much to be desired. While there are many women working in the private ambulance sector, there are few in the fire services. Paramedics of African-American, Asian, Hispanic, Native American, or other minority backgrounds comprise an extremely low percentage of the EMS workforce. The State EMS division records do not contain any information on gender, racial, or ethnic background, but the State EMS Director felt that there were very few minority EMTs. To resolve this issue will take a long term commitment from the providers of EMS care, the County EMS system, and the EMT training programs.

METHODS
First, each provider will submit evidence that they have in place a plan, consistent with currently applicable Federal, State, and Local laws and regulations, to promote diversity of personnel in their organization, including goals and objectives for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority EMTs. All provider plans will address access for minorities; fire providers will also focus on the inclusion of women as paramedics.

Second, the EMS Program will work with the EMS providers, the State EMS, and the training programs, both in Multnomah County, and in other areas, to recruit training candidates from diverse backgrounds.

TERMINATION

Termination of EMTs for retaliatory reasons or the "blacklisting" of EMTs seeking employment will be prohibited in the contracts with the County and will be cause for contract termination if it is found to have occurred.

EMPLOYEE ASSISTANCE PROGRAMS

All providers under contract to the County will be required to provide employee assistance programs (EAP).

LABOR RELATIONS

EMS providers under contract to the County will have a workable plan to insure healthy labor relations in their organizations.

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PREFERENCE

As required in ORS 823.250, should a provider, initially operating under a contract authorized by this plan, be replaced by another provider, the replacement provider shall give preference to qualified employees of the previous provider for a period of six months following the date of replacement.

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PROVIDER SELECTION AND EVALUATION

INITIAL ASSIGNMENT

The Board of County Commissioners designates the County Health Department as the party responsible for assuring appropriate Emergency Medical Services in the ASA. The County intends to contract for services it deems necessary for the efficient and effective provision of EMS. The Health Department EMS program office will be responsible for the proposal and contract process. The request for proposals will be developed by an independent consultant retained by the County and the evaluation of the submitted proposals will be by an independent panel, appointed by the County Health Officer in consultation with the EMS Medical Director, if hired., and consistent with County purchasing procedures. All contracts require the approval of the Board of Commissioners.

Any proposal submitted by a public or private potential ambulance provider shall disclose the full cost of the services requested in the request for proposal, including, but not limited to, materials, labor, administration, benefits, retirement, disability funding, capital expense, public relations expenditures, property and malpractice liability reserves, and other applicable operating expenses in a form required by the request for proposal process.

The RFP shall require disclosure of any history of conviction or pending claims regarding unfair employment practices, involvement with Medicare fraud, violations of the Americans with Disabilities Act, antitrust activities, or violations of any other federal, state, or local civil or criminal laws or administrative rules. This information will be considered in making a decision regarding the recipient of the contract.

FIRST RESPONSE

The County's goal is to enter into intergovernmental agreements with all fire departments and districts within the County interested in providing EMS first response. These agreements may include compensation. Compensation shall be contingent upon the agreement by the first responder to use EMS system standards as its target response time. Response times and levels of service will be specified in these agreements.

AMBULANCE SERVICE

Ambulance services for 9-1-1 emergency calls will be contracted to the most qualified provider. Selection will be through a competitive proposal process.

REASSIGNMENT

Should an ambulance provider resign their interest in providing transport services, or should the County terminate the agreement for service, the County shall exercise those provisions of the contracts and other contingencies that allow for the continuation of ambulance service while a replacement provider is selected.

APPLICATION FOR AN ASA

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Applications from prospective ambulance providers will be accepted according to the provisions of the request for proposals. These provisions will include specific qualifications for prospective providers.

NOTIFICATION OF VACATING AN ASA

A notice of termination by the contract ambulance providers will be required in accordance with the provisions of the initial contract.

MAINTENANCE OF LEVEL OF SERVICE

To insure that emergency medical services are uninterrupted should a provider vacate their interest in the ASA, a one year notice will be required in the agreements with the contract ambulance provider. Penalties for insufficient notice and "fail safe" provisions will be specified in the contract.

CONTRACT EVALUATION

The contract for the transporting ambulance services will be for a term of five (5) years, with a five year renewal, if the provider meets the requirements of the contract and the renewal is approved by the Board of Commissioners. Nothing shall obligate the Board of Commissioners to renew a contract.

Sanctions tied to the performance conditions in the contract and the termination of the contract for cause, may be exercised at any time during the contract period. If the financial considerations agreed to by the parties fail to meet the explicit expectations in the documents, the contract may be terminated.

A complete review of the ambulance agreement will be required before the renewal of the agreement. The contract will include the specifics of the review process. This review will include, but not be limited to:

- Adherence to response time requirements.
- Compliance with other performance requirements.
- Meeting workforce goals such as diversity and others outlined on page 30.
- Complaints concerning service.
- Meeting the financial goals of the agreement.
- "Street level" relationships of the provider with others in the system.
- Participation in the quality improvement program and an assessment of the quality of services performed.
- Complaints concerning workforce issues.

MULTNOMAH COUNTY ORDINANCE

NO. 789

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 789

An ordinance adopting an ambulance service plan for Multnomah County pursuant to ORS 823.180.

Multnomah County ordains as follows:

Section I. Findings.

1. ORS 823.180 requires that the County develop a plan relating to the coordination of ambulance services within the County.

2. In conformance with ORS 823.180, the Board of County Commissioners has consulted with and sought advice from interested persons, cities, and districts with regard to ambulance service planning.

3. The Board of County Commissioners has considered all proposals for providing ambulance services that have been submitted for consideration, and has considered existing boundaries of cities and rural fire protection districts in establishing the ambulance service area under the plan.

4. The Board of County Commissioners heard presentations of proposed ambulance service area plans on June 23, 1993; conducted

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work sessions on June 29, 1993, June 30, 1993 and July 6, 1993 to consider plan elements; and held a public hearing on July 1, 1993 to hear public testimony on submitted plans and plan elements.

5. After extensive discussion and consideration of various policy options, the Board of County Commissioners adopted an Ambulance Service Plan July 15, 1993, with the adoption of Ordinance 772. Ordinance 772 established a single ambulance service area for Multnomah County with emergency ambulance transport provided by both public and private contracted emergency ambulance providers. Ordinance 772 was referred to the voters by citizen petition. At the March 1994 election, the citizens of Multnomah County voted to repeal the Ambulance Service Plan adopted by Ordinance 772.

6. The Board of County Commissioners held an additional work session on April 19, 1994, to consider plan elements of an Ambulance Service Plan with a single provider of emergency ambulance services. Comment was invited from interested parties, and a public hearing was held on May 19, 1994 to hear public testimony on submitted plans and plan elements.

7. The Board of County Commissioners considers the April 19, 1994 work session and the May 19, 1994 public hearing to be an extension of the planning process begun in June 1993. After extensive discussion and consideration of various policy options, the Board of County Commissioners has determined that the Ambulance

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Service Plan, attached hereto as Exhibit A, best serves the public interest.

8. The ambulance service plan attached hereto as Exhibit A meets the criteria set forth in OAR 333-28-100 through 333-28-130 (Oregon State Health Division Administrative Rules).

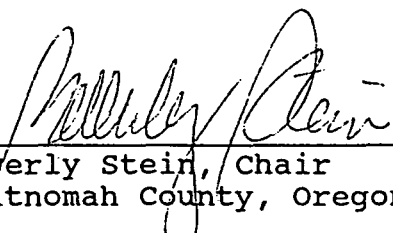
9. The Board of County Commissioners recognizes that amendments to the current EMS Code, and other actions, will be necessary to fully implement the plan adopted by this ordinance.

Section II. Adoption of Plan.

The Ambulance Service Plan attached hereto as Exhibit A is adopted. The Director of Emergency Medical Services shall promptly submit the adopted plan to the State Health Division as required by ORS 823.180.

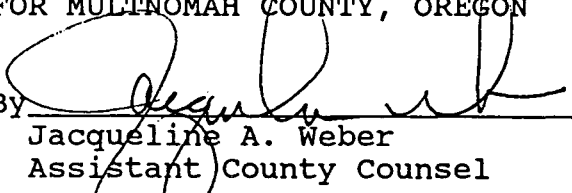
ADOPTED this 9th day of June, 1994, being the date of its third reading before the Board of County Commissioners of Multnomah County, Oregon.




Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber
Assistant County Counsel

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ATTACHMENTS

- A. SEE RFP
- B. INTERGOVERNMENTAL AGREEMENT
RESPONSE TO MEDICAL CALLS
- C. SEE RFP
- D. CONTRACT PENDING
- E. EMS MEDICAL DIRECTOR
POSITION DESCRIPTION
- F. MEDICAL RESOURCE HOSPITAL CONTRACT
- G. AMBULANCE EQUIPMENT
ALS
BLS
- H. MASS CASUALTY INCIDENT PLAN
- I. HAZ-MAT
SPECIALIZED RESCUE
- J. SEARCH AND RESCUE PROTOCOL
- K. DISPATCH PROCEDURES
TRIAGE GUIDE
- L. CHORAL

ATTACHMENT B
INTERGOVERNMENTAL AGREEMENT
RESPONSE TO MEDICAL CALLS
(EXAMPLE)

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Multnomah County and Washington County, each being a home rule political subdivision of the State of Oregon.

WHEREAS:

1. The parties each are authorized by law to provide for the efficient and effective provision of ambulance services and ORS 190.010 authorizes counties to enter into intergovernmental agreements assigning the performance of functions or services;
2. The parties, on December 4, 1989, entered into an agreement whereby Washington County authorized Multnomah County to administer the regulation of emergency medical and ambulance services under the Multnomah County Code for those areas of Washington County inside the City of Portland;
3. The parties have determined that, due to terrain and road access difficulties, patient care would be best served by authorizing Washington County to administer the regulation of emergency medical and ambulance services under the Washington County Code for a portion of Multnomah County in the West Hills/Skyline area; now it is

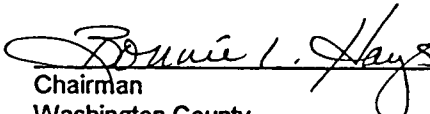
AGREED:

1. Effective upon adoption of this Agreement by both Counties, Washington County by and through its EMS Policy Board or successor body, shall administer the regulation of emergency medical and ambulance services under the Washington County Code and the Rules adopted thereunder, for all emergency calls originating in the West Hills/Skyline area as described in paragraph 1, Exhibit "A" which is attached and included by this reference.
2. Washington County Code Chapter 8.32 and the Rules adopted thereunder shall govern and be in full force and effect in the area covered by this Agreement. Washington County shall comply with all applicable state and federal laws, rules and regulations regarding emergency medical services.

INTERGOVERNMENTAL AGREEMENT

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3. Within the limits of the Oregon Tort Claims Act and Article IX, section 10, of the Oregon Constitution, Washington County shall defend, save harmless and indemnify Multnomah County and its officers, employees and agents against any and all claims or demands arising out of any and all alleged acts or omissions by Washington County or its officers, employees or agents occurring during administration of the regulation of emergency medical and ambulance services in the area covered by this Agreement.
4. Multnomah County shall have no responsibility for the cost of administering regulation of emergency medical or ambulance services in the area covered by this Agreement and shall receive no portion of any fees adopted and collected by Washington County.
5. This Agreement shall continue indefinitely, but may be terminated by either party with sixty (60) day written notice to the EMS Coordinator or Director of the other party.


Chairman
Washington County
Board of Commissioners

4/19/94
Date

Attest:


Recording Secretary

Approved as to form:


Washington County Counsel

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 94-136
DATE 4-19-94


Chair
Multnomah County
Board of Commissioners

March 17, 1994
Date

Attest:


Recording Secretary

Approved as to form:

Multnomah County Counsel

REVIEWED
BY 
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 3/17/94
DEB BOGSTAD
BOARD CLERK

EXHIBIT "A"

For purposes of this agreement the West Hills/Skyline area is the area bordered on the north by NW Rocky Point Road from the Washington County line to the intersection with NW Skyline Boulevard; on the east by the eastern boundary of the Skyline Boulevard right-of-way, between NW Rocky Point Road and Highway 26 (Sunset Highway); on the south by Highway 26 between SW Skyline Boulevard and the Washington County line and on the west by the Washington County line, between Highway 26 and NW Rocky Point Road.

1. Washington County Emergency Medical Services Office shall administer the regulation of emergency medical and ambulance services for the West Hills/Skyline area addressed **ON AND WEST** of Skyline Boulevard from Highway 26 to the intersection with NW Rocky Point Road, all roads that branch from this section of NW Skyline Boulevard, including NW Springville Lane intersecting NW Springville Road; **but excluding the section of NW Skyline Boulevard between NW Cornell and NW Thompson Roads, and all roads branching from this section.** (see Informational appendix 1.)
2. Multnomah County Emergency Medical Services shall administer the regulation of emergency medical and ambulance services for the area **EAST** of Skyline Boulevard including roads branching from Highway 30, to include NW Springville Lane intersecting Highway 30, and NW Skyline Boulevard between NW Cornell And NW Thompson Roads, and all roads branching from this loop. (See informational appendix 2.)

ATTACHMENT E
EMS MEDICAL DIRECTOR
POSITION DESCRIPTION

March 5, 1993

EMS MEDICAL DIRECTOR
(Exempt/Unclassified)

DEFINITION

To provide medical supervision for all emergency medical technicians providing pre-hospital patient care within the County, and to provide medical direction to all components of the emergency medical services system.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director, Health Department.

Exercises technical supervision over emergency medical technicians.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Develop uniform standards of emergency care within the County; solicit input regarding standards from physicians, nurses, emergency medical technicians, ambulance providers, first responder providers, hospitals, government agencies, and other interested organizations and individuals.

Accompany emergency medical technicians during the performance of medical duties for the purpose of supervision, education, and system evaluation.

Promulgate and revise, as necessary, medical care standards for: priority dispatch/pre-arrival instructions; ALS and BLS patient care protocols; hospital destination criteria; accreditation requirements for pre-hospital care personnel beyond State standards; staffing, equipment, supplies, and operational criteria for first response vehicles, ground ambulances, air ambulances, specialized critical care and mobile intensive care ambulances, and non-emergency patient transport vehicles for incorporation into licensing requirements; response times for first responders and transporting emergency ambulances; the transferring of patients between hospitals; and the provision of medical services in areas of public assembly.

Set standards for the provision of on-line medical control.

Develop and supervise a quality management program to ensure continuous improvement of all levels of care within the emergency medical services delivery systems.

Set standards and objectives, and participate in the continuing education and training of pre-hospital care personnel.

Approve emergency medical technicians for practice in the County. Establish policies and due process for the limiting of practice of emergency medical technicians, including probation, suspension, or revocation of physician orders.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles, practices, and procedures of emergency medicine.

Principles, practices, and procedures of pre-hospital patient care.

Principles, practices, and procedures of public health.

EMS MEDICAL DIRECTOR

Page 2

QUALIFICATIONS (Continued)

Knowledge of: (Continued)

Federal, state, and local laws and regulations governing the practice of emergency medicine and pre-hospital emergency medical services.

Principles of supervision, training, and performance evaluation.

Ability to:

Effectively administer a variety of emergency medical care activities.

Interpret and apply applicable federal, state, and local laws, rules, regulations, and policies governing emergency medical services.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Gain cooperation through discussion and persuasion.

Supervise, train, and evaluate assigned staff.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible emergency medical services experience, including system medical direction and emergency medical technician supervision.

AND

Training:

Graduation from an accredited medical school and completion of an emergency medicine residency.

License or Certificate:

Possession of, or ability to obtain, an appropriate and valid license to practice medicine in the State of Oregon.

Board certification in emergency medicine.

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ATTACHMENT F
MEDICAL RESOURCE HOSPITAL
CONTRACT

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 30th day of July, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which Contractor is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. STATE shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in fifty-five (55) seconds at least ninety percent (90%) of the time.

2) STATE must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) STATE will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. STATE will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of Contract.

4) A plan must be developed and approved by the COUNTY which details a problem solving process for any complaint or issues presented to the STATE's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to the COUNTY no more than thirty (30) days from date of complaint filing.

5) The STATE will implement a quality assurance/quality improvement process that reviews standards, operations, and performance, identifying problems and their solutions. This process will allow for input from COUNTY, and will report summary data and findings to the Medical Advisory Board Quality Assurance Subcommittee on a quarterly basis.

6) The STATE will participate in the COUNTY's quality assurance process by providing a staff member, when requested, and by providing medical resource hospital data and information on a timely basis as requested by the Quality Assurance Committee.

7) The Medical Resource Hospital medical director shall meet with the Multnomah County physician supervisors at their regularly scheduled meetings to discuss online medical control issues and exchange information.

B. The STATE shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within ten (10) seconds ninety percent (90%) of the time.

2) The STATE must develop a process which allows for Standard Operating Procedures (SOP) adoption and includes the Area Trauma Advisory Board and COUNTY review prior to implementation. The STATE will adhere to the SOPs at all times.

3) The STATE must provide a plan which details a problem solving process for any complaint. The plan must assure that the STATE has an outcome from the complaint which will be furnished to the COUNTY no more than thirty (30) days from the date of complaint filing.

C. The state will assist in provision of inservice training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

1) The number of inservices which will be offered in each year is twelve (12), but is adjustable to more or fewer at COUNTY and STATE ~~discretion.~~ ^{discussion.} ^{discretion}

2) The coordination of those courses will be carried out through a joint arrangement with the STATE, COUNTY, and other hospitals in Multnomah County.

3) STATE services required are that cases and case summary for case review will be provided. One MRH physician will be in attendance to provide the case review.

D. STATE shall be responsible for central data collection for medical direction and trauma communication coordination activities. STATE shall comply with the following performance indicators:

1) STATE is to collect this data from Emergency Medical Technicians at the time that they contact STATE for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 30th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and STATE.

5) STATE shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and STATE must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) STATE shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay STATE \$10,200 based on the following terms:

1) COUNTY agrees to maintain MRH radio base station, six UHF portable radios, and the multichannel recorder used to provide MRH communications.

2) One quarter advance of the total amount upon execution of this Agreement, balance payable in three (3) quarterly installments upon receipt of billings from STATE.

3) Expenditure reports are to be sent to the EMS Director, Health Department, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver

by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By David C. Bunnell

for
Thomas G. Fox
Vice President

Date 7/30/93

MULTNOMAH COUNTY, OREGON

By H.C. Higgins
Acting County Chair

Date July 1, 1993

93-6001786W
Federal I.D. Number

HEALTH DEPARTMENT

By: Billi Odegaard DH
Billi Odegaard, Director

Date: 6-14-93

EMERGENCY MEDICAL SERVICES

By: William Collins
William Collins, Director

Date: 6-11-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kessel

Date: 6-24-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT G
AMBULANCE EQUIPMENT

ALS

BLS

OREGON HEALTH DIVISION
EMERGENCY MEDICAL SERVICES & TRAUMA SYSTEMS
SECTION
and
MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES OFFICE

GROUND AMBULANCE INSPECTION FORM

1993-94

☐ INITIAL INSPECTION ☐ REINSPECTION

DATE: _____ TIME: _____

BUSINESS NAME: _____

CONTACT PERSON: _____

BUSINESS ADDRESS: _____

NON-EMERGENCY TELEPHONE NUMBER: _____

TYPE OF ORGANIZATION: ☐ FIRE DEPARTMENT ☐ HOSPITAL OPERATED
☐ PRIVATE ☐ INDUSTRIAL ☐ MUNICIPAL ☐ VOLUNTEER

LEVEL OF CARE: ☐ BLS ☐ BLS/ALS ☐ ALS TRANSFER ☐ ALS (9-1-1)

VEHICLE AVAILABILITY: ☐ ON-LINE ☐ RESERVE

MAKE OF VEHICLE: _____ YEAR OF MANUFACTURE: _____
LICENSE: _____ VIN: _____

MODEL: ☐ TYPE I ☐ TYPE II ☐ TYPE III ☐ OTHER: _____

MILEAGE: _____ (☐ > 100,000 MILES)

INSPECTION CODES:

- 1 = PRESENT AND IN GOOD WORKING ORDER
 2 = ITEM PLACED ON VEHICLE AT TIME OF INSPECTION
 3 = ITEM NOT PRESENT OR NOT IN GOOD WORKING ORDER

RATING CATEGORIES:**CRITICAL EQUIPMENT IN BOLD AND CAPS**

Equipment in this category that is either missing or not in good working order shall result in the immediate suspension of the license to operate until corrected.

(A) REQUIRED FOR ALS UNITS ONLY**MECHANICAL EQUIPMENT**

- ☐ HORN, ONE DUAL ELECTRIC
☐ SIREN, Electronic (with two speakers in grille), control functions: manual ____, wail ____, yelp ____
Note: Hi-Low function is not allowed!
☐ LIGHTING: Refer to KKK specifications for type I, II, III
☐ 1 0 2 0 3 HEADLAMP, White-2, with dimmer switch
☐ 1 0 2 0 3 FRONT SIDE MARKER LAMPS Amber-2
☐ 1 0 2 0 3 FRONT SIDE REFLECTOR, Amber-2
☐ 1 0 2 0 3 FRONT TURN SIGNAL Amber-2 (including vehicular hazard warning signal flasher)
☐ 1 0 2 0 3 FRONT IDENTIFICATION LAMP, Amber-3
☐ 1 0 2 0 3 FRONT CLEARANCE LAMP Amber-2
☐ 1 0 2 0 3 REAR SIDE MARKER LAMP, Red-2
☐ 1 0 2 0 3 REAR SIDE REFLECTORS, Red-2
☐ 1 0 2 0 3 REAR REFLECTORS, Red-2
☐ 1 0 2 0 3 REAR IDENTIFICATION LAMP Red-2
☐ 1 0 2 0 3 REAR CLEARANCE LAMP, Red-2
☐ 1 0 2 0 3 REAR STOP, Tail lamp, Red-2 (Turn signal section may be amber)
☐ 1 0 2 0 3 REAR BACKUP LAMP, White-1
☐ 1 0 2 0 3 REAR LICENSE PLATE LAMP, White-1
☐ 1 0 2 0 3 FRONT WARNING LIGHT, Red-1
☐ 1 0 2 0 3 FRONT WARNING LIGHT, White-1
☐ 1 0 2 0 3 REAR WARNING LIGHT, Red-2
☐ 1 0 2 0 3 REAR WARNING LIGHT, Amber-1
☐ 1 0 2 0 3 SIDE WARNING LIGHT, Red-2 per side
☐ 1 0 2 0 3 GRILLE WARNING LIGHT, Red-2
☐ 1 0 2 0 3 INTERSECTION LIGHT-1 per side
☐ 1 0 2 0 3 SIDE FLOODLIGHT-1 per side
☐ 1 0 2 0 3 REAR FLOODLIGHT, White-1
☐ SPOTLIGHT, Handheld or roof mounted-1
☐ SAFETY BELTS, With retractor devices-1 per seating position

BRAKE SYSTEM

- ☐ MAIN BRAKES
☐ PARKING BRAKES
☐ BACKUP ALERT ALARM, with off switch

TIRES and TIRE CHANGING EQUIPMENT

- ☐ FRONT TIRES, Minimum tread of 3/32", even wear
☐ REAR TIRES, Minimum tread of 3/32", even wear
☐ SPARE, minimum tread of 3/32", even wear
☐ JACK with handle
☐ LUG WRENCH

WINDOWS, WINDOW CLEANING EQUIPMENT and MIRRORS

- ☐ WINDSHIELD, # of rock chips ____,
 # of cracks ____, length ____
☐ WINDSHIELD WIPER, Dual, electric, multi-speed
☐ WINDSHIELD WASHER
☐ WATER LEVEL: ☐ OK ☐ LOW
☐ WINDSHIELD DEFROSTER
☐ WINDOWS, (side and rear)
 # of cracks ____, length ____
☐ WINDOW between driver and patient compartment for Type II and III vehicles
☐ OUTSIDE MIRRORS-1 each side

ENGINE, TRANSMISSION ELECTRICAL, HEATING AND COOLING EQUIPMENT

- ☐ ENGINE OIL LEVEL,
☐ OK ☐ low
☐ TRANSMISSION OIL LEVEL
☐ OK ☐ low
☐ FAN BELTS,
☐ OK ☐ worn
☐ STARTER,
☐ OK ☐ difficult to start
☐ ELECTRICAL SYSTEM, with all lights on amp meter read (+)
☐ BATTERY SYSTEM, dual 12 volt system with labeled selector device
☐ SHOCK ABSORBERS,
☐ front ☐ rear
☐ EXHAUST SYSTEM,
☐ OK ☐ leaks
☐ TAILPIPE(s), discharge to side of vehicle
☐ HEATER,
☐ front ☐ rear
☐ AIR CONDITIONER,
☐ front ☐ rear

PATIENT CARE EQUIPMENT**OXYGEN (MEDICAL)****INSTALLED SYSTEM**

- ☐ Tank has at least 3,000 liter(2,000 psi) capacity, contains at least 500 liters (500 psi)
☐ Compartment ventilated to outside
☐ No other equipment stored inside cabinet

FLOW TEST RESULTS

- ☐ acceptable ☐ unacceptable

PORTABLE SYSTEM

- ☐ Tank has at least 300 liter capacity (500 psi minimum)

FLOW TEST RESULTS

- ☐ acceptable ☐ unacceptable

TANKS PROPERLY SECURED

- ☐ FULL SPARE, tagged, sealed
☐ All tanks must be inspected and have a hydrostatic pressure test by a qualified person; tanks stamped with a date followed by a *, +, or stars are good for 10 years, all other markings after a date are good for 5 years.

AIRWAY CARE DEVICES**NASAL CANNULAS with tubing**

- ☐ PEDIATRIC-2
☐ ADULT-3

OXYGEN NON-REBREATHOR OR PARTIAL REBREATHERS MASKS, with tubing

- ☐ PEDIATRIC-3
☐ ADULT-3

OXYGEN HUMIDIFIER-1

- ☐ (A) NEBULIZER MASKS, with tubing-4(1)
☐ (A) CHEST DECOMPRESSION KIT-2 (1)
☐ (A) TRACHEAL LUMEN AIRWAY DEVICE-2 (1)
 (E. G., NU-TRAKE® type device)

BAG-VALVE-MASK VENTILATION DEVICE, DISPOSABLE (each mask must be transparent and semi-rigid)

☐ INFANT-2 (1)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ ADULT/CHILD-2 (1)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ MASK SIZES-2 (1) each

0 __, 1 __, 2 __, 3 __, 4 __, 5 __

☐ NASAL AIRWAYS, 2 (1) each, PLASTIC or RUBBER: 26 Fr. __, 28 Fr. __, 32 Fr. __ (or equivalent)

☐ ORAL AIRWAYS-2 (1), PLASTIC or RUBBER:

INFANT __, CHILD __, SMALL ADULT __, MEDIUM

ADULT __, LARGE ADULT __, EXTRA

LARGE ADULT __

☐ (A) ET TUBES-2 (1) each, 2.5 __, 3.0 __, 3.5 __, 4.0

__, 4.5 __, 5.0 __, 5.5 __, 6.0 __, 6.5 __, 9.0 __

☐ (A) ET TUBES-3 (1) each, 7.0 __, 7.5 __, 8.0 __,

8.5 __

☐ (A) ET TUBE HOLDER-2 (1)

(A) INTUBATION STYLETTES

☐ PEDIATRIC-2 (1)

☐ ADULT-2 (1)

SUCTION EQUIPMENT

☐ INSTALLED, (independent of oxygen supply) 1000 ml collection bottle

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ COLLECTION BOTTLE LINERS-10 (1)

☐ PORTABLE, (may be battery __, oxygen __, or manually powered __)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ WATER for rinsing, 8 fl. oz.,

☐ SUCTION CATHETERS-4 (2) each

TONSIL TIP __, 6 Fr. __, 10 Fr. __,

14 Fr. __, 18 Fr. __ (or equivalent)

☐ SUCTION CONNECTING TUBING-4 (2)

☐ SUCTION CLEANING BRUSH-2 (1)

☐ (A) NASOGASTRIC TUBES-2 each

5 Fr. __, 14 Fr. __, 18 Fr. __ (or equivalent)

LITTERS, FASTENERS and ANCHORAGE'S

☐ WHEELED COT, with mattress and three restraining devices (chest, hip, and knee) at least 2" with quick-release buckle-1

☐ SIDE or CENTER cot fastener with quick-release feature-1

☐ FOLDING STRETCHER(s) with three restraining devices (chest, hip, and knee), at least 2" wide with quick-release buckle. Number required is based on the litter carrying capacity of unit, number: __

BACKBOARDS, MINIMUM of 4 2" WIDE

RESTRAINING STRAPS WITH QUICK-RELEASE

BUCKLE (Spider® type restraint may be substituted)

☐ SHORT or equivalent; (i.e. KED)-1

☐ LONG-2 (1)

☐ PEDIATRIC-1, a modified short or long backboard is acceptable.

☐ SCOOP STRETCHER-1

☐ EXTREMITY RESTRAINING DEVICES-8 (4)

(E. g., Flex-cuff® type)

SPLINTING MATERIALS

EXTRICATION COLLARS (soft foam rubber cervical collars are NOT allowed)

☐ TALL-2 (1)

☐ REGULAR-3 (1)

☐ SHORT-3 (1)

☐ NO-NECK-3 (1)

☐ PEDIATRIC-2 (1)

☐ PEDIATRIC NO-NECK-2 (1)

☐ HEAD IMMOBILIZER DEVICE, (foam blocks or Head-Bed™ type device)-4 (2)

EXTREMITY SPLINTS ☐ UPPER-3 ☐ LOWER-3

TRACTION SPLINTS ☐ CHILD-1 & ☐ ADULT-1, or

☐ CHILD/ADULT Combination-1

☐ PASG, ADULT -1

BANDAGING and DRESSING MATERIALS

☐ CONFORMING NON-STERILE 2"

GAUZE BANDAGES-12

☐ GAUZE 4" X4" STERILE SPONGES-24

STERILE BULK DRESSINGS:

☐ 8" X 30"-4, or ☐ 7" X 8"-8

☐ NON-POROUS 4" X 4" STERILE DRESSING-4

☐ ADHESIVE or HYPOALLERGENIC TAPE-3 (1)

ROLL(S) 1" __, and 2" __

☐ BANDAGE SHEARS-2

☐ TRIANGULAR BANDAGES-4

☐ BURN SHEETS-2

OTHER PATIENT CARE EQUIPMENT

☐ OBSTETRICAL KIT (DISPOSABLE)-2 (1)

☐ HYPOTHERMIA THERMOMETER, protective case-1

☐ RIGID EYE SHIELDS-4 (2)

☐ EMESIS CONTAINER, 1 two liter container, with plastic liners-4 (1)

STETHOSCOPE,

☐ adult-1

☐ pediatric-1

ANEROID SPHYGMOMANOMETER

☐ NEONATE-1

☐ INFANT-1

☐ CHILD-1

☐ ADULT-1

☐ LARGE ADULT-1

PATIENT EXAM GLOVES, latex or vinyl,

☐ SMALL-1 Bx (15 pair)

☐ MEDIUM-1 BX (15 pair)

☐ LARGE-1 BX (15 pair)

☐ FACE MASKS, DISPOSABLE-6 (2)

☐ HEPTA® type MASKS-1 per crewperson (plus 1 spare liner)

☐ PROTECTIVE EYE WEAR-1 pair per crewperson

☐ ISOLATION GOWNS, DISPOSABLE-6 (2)

☐ BEDPAN-1

☐ URINAL-1

☐ HAND CLEANING SOLUTION, waterless-16 oz or 8 cloths

☐ CLEANING DISINFECTANT, 8 oz-1

☐ CONTAINER(s) for used needles, 1 in each kit number: __

☐ CONTAINER(s) for contaminated personal protective equipment, and non-blood contaminated waste, number: __

☐ (A) BLOOD GLUCOSE METER-1

and METER STRIPS-10 (2)

BLS AMBULANCE EQUIPMENT

☐ EPINEPHRINE 1:1,000-2 ampules

Earliest expiration date: _____

☐ ACTIVATED CHARCOAL-2 oz

Earliest expiration date: _____

☐ GLUCOSE, Liquid tube-2 oz

Earliest expiration date: _____

☐ IRRIGATION FLUID-1,000 cc total

Earliest expiration date: _____

☐ BLOOD GLUCOSE STRIPS-1 btl (5 strips)

(MAY CARRY GLUCOSE METER)

IF PARTICIPATING IN EMT-D PROGRAM;

☐ DEFIBRILLATOR, auto or semi-automatic

☐ PATIENT CABLES-2 (1)

☐ CONTACT GEL-2 (1) tubes, or

☐ PRE-GELLED DEFIB PADS-3 (1) sets

☐ MONITORING ELECTRODES-4 (1) sets

☐ ECG PAPER-3 (1) ROLLS, (if not a recording device)

ALS AMBULANCE EQUIPMENT

☐ MONITOR/DEFIBRILLATOR/PACER (Or pace unit)-
with write-out, portable

☐ PEDIATRIC DEFIB PADDLES-1

☐ ADULT DEFIB PADDLES-1

☐ PATIENT CABLE-2 (1)

☐ MONITORING ELECTRODES

PEDIATRIC-3 (1) sets

ADULT-8 (2) sets

☐ PACE CABLE-2 (1) and

☐ PACING PATCHES-2 (1) set(s)

☐ CONTACT GEL-2 (1) tube(s), or

☐ DEFIB PADS-4 (2) sets

☐ ECG PAPER-3 (1) roll(s)

☐ LARYNGOSCOPE HANDLE-1

☐ EXTRA BATTERIES-2

LARYNGOSCOPE BLADES

☐ STRAIGHT-1 each, 0 __, 1 __, 2 __, 3 __, 4 __

☐ CURVED-1 each, 2 __, 3 __, 4 __

☐ EXTRA BULBS-2 each in required sizes

McGILL FORCEPS-1 each

☐ PEDIATRIC

☐ ADULT

☐ INTRAVENOUS FLUIDS, sterile, plastic containers-8 (2)

Liters minimum, 2 (1)-500 cc required

☐ good ☐ expired

INTRAVENOUS FLUID TUBING

☐ INTRAVENOUS CONTROL DEVICE,

(Soluset® or type device)-4 (2)

☐ MICRO DRIP SETS, may be carried as

Soluset®-4 (2)

☐ REGULAR ADMIN. SETS-6 (2)

☐ BLOOD PUMP ADMIN. SETS-4 (2)

TOURNIQUETS, DISPOSABLE

☐ PEDIATRIC-2 (1)

☐ ADULT-6 (2)

INTRAVENOUS ACCESS DEVICES

BUTTERFLY DEVICES-2 each

☐ 23 Ga. ____

☐ 25 Ga. ____

OVER-THE-NEEDLE CATHETERS

☐ 24 Ga.-4 (2) each ____

☐ 22 Ga.-4 (2) each ____

☐ 20 Ga.-10 (4) each ____

☐ 18 Ga.-10 (4) each ____

☐ 16 Ga.-10 (4) each ____

☐ 14 Ga.-10 (4) each ____

☐ 12 Ga. ____ or ☐ 10 Ga. ____-2 (1) each

INTRAOSSEOUS NEEDLES

☐ 15 Ga.-2 (1) ____

☐ 18 Ga.-2 ____

SYRINGES, sterile

☐ 1cc-4 (2) ____

☐ 3 cc, ____ or ☐ 5 cc, ____ or ☐ 6 cc ____-4 (2)

☐ 10 cc __, or ☐ 12 cc ____-4 (2)

☐ 60 cc, catheter tip-2 ____

☐ 60 cc, Luer lock-2 (1) ____

NEEDLES, straight, sterile,

☐ VACUUM TRANSFER-4 (1) ____

☐ 20 or 21 Ga.-4 (1) ____

☐ 18 or 19 Ga.-4 (1) ____

☐ FILTER NEEDLE, 18 Ga.-4 (1) ____

☐ VACUUM TUBES, clot tubes-4 (1) ____

Earliest expiration date: _____

☐ VACUUM TUBE HOLDERS-2 ____

☐ CLEANSING PADS, Alcohol or Betadine®-50 (10)

☐ BETADINE® TYPE OINTMENT (or unit dose)-2 (1)

tubes or 10 (2) packets

☐ K-Y® TYPE LUBRICANT (or unit dose)-2 (1) tube(s) or

10 (2) packets

☐ MALE ADAPTER PLUGS-4 ____

☐ SODIUM CHLORIDE INJECTIBLE PRELOADS-4

Earliest expiration date: _____

COPY OF STANDING ORDERS

☐ BLS

☐ EMT-I

☐ ALS

☐ SIGNED BY SUPERVISING PHYSICIAN:

NAME: _____

DATE: _____

Must be signed and dated annually.

AMBULANCE CARRYING CONTROLLED SUBSTANCES
MUST HAVE:

☐ LOCKED BOX ATTACHED TO THE INSIDE OF A

LOCKED CABINET

☐ KEYS TO EACH OF THE LOCKS (THE SAME KEY

CANNOT BE USED FOR BOTH LOCKS!)

☐ SIGN IN/SIGN OUT FOR EACH CONTROLLED

SUBSTANCE

☐ ALL DEVICES AND EQUIPMENT NOT STORED IN

CABINETS MUST BE PROPERLY FASTENED TO

PREVENT ITEMS FROM MOVING ABOUT WHILE THE

VEHICLE IS IN MOTION OR IF INVOLVED IN AN

ACCIDENT

LINEN SUPPLIES

☐ PILLOW with plastic covering-1 for each stretcher,
total # ____

☐ PILLOW CASES (cloth or paper)-6 (3)

☐ COT SHEETS (cloth or paper)-12 (6)

☐ BLANKETS-1 for each stretcher, (may be
disposable), total # ____

SECURITY and RESCUE EQUIPMENT

- ☐ FIRE EXTINGUISHER, 6 lb., 2A-10BC type, (must be accessible from either the patient or drivers compartment--1
 - ☐ FLASHLIGHT--2 (1)
 - ☐ BATTERIES--O good O bad
 - ☐ BULBS--O good O bad
 - ☐ EXTRA SET OF PACKAGES AND DATED BATTERIES--1
 - ☐ ROADWAY WARNING DEVICES, Flares or Red colored chemical lights--to equal 180 minutes
 - ☐ LEATHER GLOVES--2 pair
 - ☐ CROWBAR, 24"--1
 - ☐ WRECKING BAR, 51"--1
- Note: A pry-ax type tool may be substituted for the crowbar and wrecking bar
- ☐ EMERGENCY RESPONSE GUIDE BOOK, DOT, INITIAL RESPONSE TO HAZARDOUS MATERIAL INCIDENTS, 1992 or newer--1

COMMUNICATIONS EQUIPMENT AND RECORDS

- RADIO O VHF O UHF O 800 MHz
- List all frequencies: _____
- _____

- ☐ PATIENT CARE REPORT FORM--12 (2)
- ☐ REFUSAL INFORMATION FORM--6 (1)
- ☐ TRIAGE TAGS--25
- ☐ AMBULANCE USAGE RECORDS KEPT IN OFFICE
- ☐ MAINTENANCE RECORD KEPT IN OFFICE

PATIENT COMPARTMENT DIMENSIONS

PATIENT COMPARTMENT:

- ☐ LENGTH; must be at least 116" (B) and 122"(C) from the front partition the inside surface of the rear door at the floor.
ACTUAL: _____
- ☐ DISTANCE; must be at least 25" and not more than 30" of unobstructed space at the head of the primary patient stretcher (measure from backrest of EMT seat to forward edge of stretcher).
ACTUAL: _____
- ☐ DISTANCE; must be at least 10" from the end of the stretcher to the inside surface of the rear door.
ACTUAL: _____
- ☐ WIDTH; must be at least 18" (+/- 6") clear aisle between primary stretcher and squad bench.
ACTUAL: _____
- ☐ HEIGHT; must be at least 60".
ACTUAL: _____

DOORS

- ☐ "DOOR OPEN" WARNING
- ☐ RIGHT FORWARD SIDE; must be at least
30" wide ACTUAL: _____
42" high, type II. ACTUAL: _____
54" high, type I & III. ACTUAL: _____
- ☐ REAR LOADING, must be at least:
44" wide. ACTUAL: _____
46" high. ACTUAL: _____
- ☐ BETWEEN DRIVER AND PATIENT COMPARTMENT FOR TYPE II AND III, must be at least:
17" wide. ACTUAL: _____
46" high. ACTUAL: _____
- ☐ 150 sq. in of window. ACTUAL: _____

EMBLEMS and MARKINGS

FRONT:

- ☐ Word "AMBULANCE" in 4" blue block letter in mirror image, centered above the grille, on an orange or white background.
- ☐ Star-of-Life in 3" blue emblem located to both the left and right of the word ambulance.

SIDE:

- ☐ Word "AMBULANCE" in 6" blue block letters on each side

- ☐ Star-of-Life in 16" in blue block emblem on each side

REAR:

- ☐ Word "AMBULANCE" in 6" blue block letters
 - ☐ Star-of-Life in 12" blue block emblem on each rear door
- TOP:**
- ☐ Star-of-Life in a 32" blue block emblem

AMBULANCE EXTERIOR:

- NEED OF BODY WORK? NO ___ YES ___
- SPECIFY: _____
- _____

- NEED OF PAINTING? NO ___ YES ___
- SPECIFY: _____
- _____

- CLEANLINESS: SATISFACTORY _____
- UNSATISFACTORY _____

AMBULANCE INTERIOR:

- NEED OF UPHOLSTERY WORK? O NO O YES
- EQUIPMENT ORGANIZED IN A NEAT AND ORGANIZED MANNER? O NO O YES
- CLEANLINESS SATISFACTORY _____
- UNSATISFACTORY _____

DISPLAYING SIGNS, LICENSES AND CERTIFICATES

- ☐ Star-of-Life Ambulance 1822 B or C
- Sticker, Location: _____
- "NO SMOKING" signs,
 - ☐ Drivers Compartment
 - ☐ Patient Compartment
- ☐ Health Division Ambulance License,
Location: _____
- ☐ Multnomah County Ambulance License:
Location: _____

INSPECTION CODES:

- 1 = PRESENT AND IN GOOD WORKING ORDER
 2 = ITEM PLACED ON VEHICLE AT TIME OF INSPECTION
 3 = ITEM NOT PRESENT OR NOT IN GOOD WORKING ORDER

RATING CATEGORIES:**CRITICAL EQUIPMENT IN BOLD AND CAPS**

Equipment in this category that is either missing or not in good working order shall result in the immediate suspension of the license to operate until corrected.

(A) REQUIRED FOR ALS UNITS ONLY**MECHANICAL EQUIPMENT**

- ☐ HORN, ONE DUAL ELECTRIC
☐ SIREN, Electronic (with two speakers in grille), control functions: manual ____, wall ____, yelp ____
 Note: Hi-Low function is not allowed!
☐ LIGHTING: Refer to KKK specifications for type I, II, III
☐ 1 0 2 0 3 HEADLAMP, White-2, with dimmer switch
☐ 1 0 2 0 3 FRONT SIDE MARKER LAMPS Amber-2
☐ 1 0 2 0 3 FRONT SIDE REFLECTOR, Amber-2
☐ 1 0 2 0 3 FRONT TURN SIGNAL Amber-2 (including vehicular hazard warning signal flasher)
☐ 1 0 2 0 3 FRONT IDENTIFICATION LAMP, Amber-3
☐ 1 0 2 0 3 FRONT CLEARANCE LAMP Amber-2
☐ 1 0 2 0 3 REAR SIDE MARKER LAMP, Red-2
☐ 1 0 2 0 3 REAR SIDE REFLECTORS, Red-2
☐ 1 0 2 0 3 REAR REFLECTORS, Red-2
☐ 1 0 2 0 3 REAR IDENTIFICATION LAMP Red-2
☐ 1 0 2 0 3 REAR CLEARANCE LAMP, Red-2
☐ 1 0 2 0 3 REAR STOP, Tail lamp, Red-2 (Turn signal section may be amber)
☐ 1 0 2 0 3 REAR BACKUP LAMP, White-1
☐ 1 0 2 0 3 REAR LICENSE PLATE LAMP, White-1
☐ 1 0 2 0 3 FRONT WARNING LIGHT, Red-1
☐ 1 0 2 0 3 FRONT WARNING LIGHT, White-1
☐ 1 0 2 0 3 REAR WARNING LIGHT, Red-2
☐ 1 0 2 0 3 REAR WARNING LIGHT, Amber-1
☐ 1 0 2 0 3 SIDE WARNING LIGHT, Red-2 per side
☐ 1 0 2 0 3 GRILLE WARNING LIGHT, Red-2
☐ 1 0 2 0 3 INTERSECTION LIGHT-1 per side
☐ 1 0 2 0 3 SIDE FLOODLIGHT-1 per side
☐ 1 0 2 0 3 REAR FLOODLIGHT, White-1
☐ SPOTLIGHT, Handheld or roof mounted-1
☐ SAFETY BELTS, With retractor devices-1 per seating position

BRAKE SYSTEM

- ☐ MAIN BRAKES
☐ PARKING BRAKES
☐ BACKUP ALERT ALARM, with off switch

TIRES and TIRE CHANGING EQUIPMENT

- ☐ FRONT TIRES, Minimum tread of 3/32", even wear
☐ REAR TIRES, Minimum tread of 3/32", even wear
☐ SPARE, minimum tread of 3/32", even wear
☐ JACK with handle
☐ LUG WRENCH

WINDOWS, WINDOW CLEANING**EQUIPMENT and MIRRORS**

- ☐ WINDSHIELD, # of rock chips ____,
 # of cracks ____, length ____
☐ WINDSHIELD WIPER, Dual, electric, multi-speed
☐ WINDSHIELD WASHER
☐ WATER LEVEL: ☐ OK ☐ LOW
☐ WINDSHIELD DEFROSTER
☐ WINDOWS, (side and rear)
 # of cracks ____, length ____
☐ WINDOW between driver and patient compartment for Type II and III vehicles
☐ OUTSIDE MIRRORS-1 each side

ENGINE, TRANSMISSION ELECTRICAL, HEATING AND COOLING EQUIPMENT

- ☐ ENGINE OIL LEVEL,
☐ OK ☐ low
☐ TRANSMISSION OIL LEVEL
☐ OK ☐ low
☐ FAN BELTS,
☐ OK ☐ worn
☐ STARTER,
☐ OK ☐ difficult to start
☐ ELECTRICAL SYSTEM, with all lights on amp meter read (+)
☐ BATTERY SYSTEM, dual 12 volt system with labeled selector device
☐ SHOCK ABSORBERS,
☐ front ☐ rear
☐ EXHAUST SYSTEM,
☐ OK ☐ leaks
☐ TAILPIPE(s), discharge to side of vehicle
☐ HEATER,
☐ front ☐ rear
☐ AIR CONDITIONER,
☐ front ☐ rear

PATIENT CARE EQUIPMENT**OXYGEN (MEDICAL)****INSTALLED SYSTEM**

- ☐ Tank has at least 3,000 liter (2,000 psi) capacity, contains at least 500 liters (500 psi)
☐ Compartment ventilated to outside
☐ No other equipment stored inside cabinet

FLOW TEST RESULTS

- ☐ acceptable ☐ unacceptable

PORTABLE SYSTEM

- ☐ Tank has at least 300 liter capacity (500 psi minimum)

FLOW TEST RESULTS

- ☐ acceptable ☐ unacceptable

TANKS PROPERLY SECURED**FULL SPARE, tagged, sealed**

- ☐ All tanks must be inspected and have a hydrostatic pressure test by a qualified person; tanks stamped with a date followed by a *, +, or stars are good for 10 years, all other markings after a date are good for 5 years.

AIRWAY CARE DEVICES**NASAL CANNULAS with tubing**

- ☐ PEDIATRIC-2

- ☐ ADULT-3

OXYGEN NON-REBREATHES OR PARTIAL**REBREATHES MASKS, with tubing**

- ☐ PEDIATRIC-3

- ☐ ADULT-3

OXYGEN HUMIDIFIER-1**(A) NEBULIZER MASKS, with tubing-4(1)****(A) CHEST DECOMPRESSION KIT-2 (1)****(A) TRACHEAL LUMEN AIRWAY DEVICE-2 (1)**

(E. G., NU-TRAKE® type device)

BAG-VALVE-MASK VENTILATION DEVICE, DISPOSABLE (each mask must be transparent and semi-rigid)

☐ INFANT-2 (1)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ ADULT/CHILD-2 (1)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ MASK SIZES-2 (1) each

0 __, 1 __, 2 __, 3 __, 4 __, 5 __

☐ NASAL AIRWAYS, 2 (1) each, PLASTIC or RUBBER: 26 Fr. __, 28 Fr. __, 32 Fr. __ (or equivalent)

☐ ORAL AIRWAYS-2 (1), PLASTIC or RUBBER:

INFANT __, CHILD __, SMALL ADULT __, MEDIUM

ADULT __, LARGE ADULT __, EXTRA

LARGE ADULT __

☐ (A) ET TUBES-2 (1) each, 2.5 __, 3.0 __, 3.5 __, 4.0

__, 4.5 __, 5.0 __, 5.5 __, 6.0 __, 6.5 __, 9.0 __

☐ (A) ET TUBES-3 (1) each, 7.0 __, 7.5 __, 8.0 __, 8.5 __

☐ (A) ET TUBE HOLDER-2 (1)

(A) INTUBATION STYLETTES

☐ PEDIATRIC-2 (1)

☐ ADULT-2 (1)

SUCTION EQUIPMENT

☐ INSTALLED, (independent of oxygen supply) 1000 ml collection bottle

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ COLLECTION BOTTLE LINERS-10 (1)

☐ PORTABLE, (may be battery __, oxygen __, or manually powered __)

TEST RESULTS

☐ acceptable ☐ unacceptable

☐ WATER for rinsing, 8 fl. oz.,

☐ SUCTION CATHETERS-4 (2) each

TONSIL TIP __, 6 Fr. __, 10 Fr. __,

14 Fr. __, 18 Fr. __ (or equivalent)

☐ SUCTION CONNECTING TUBING-4 (2)

☐ SUCTION CLEANING BRUSH-2 (1)

☐ (A) NASOGASTRIC TUBES-2 each

5 Fr. __, 14 Fr. __, 18 Fr. __ (or equivalent)

LITTERS, FASTENERS and ANCHORAGE'S

☐ WHEELED COT, with mattress and three restraining devices (chest, hip, and knee) at least 2" with quick-release buckle-1

☐ SIDE or CENTER cot fastener with quick-release feature-1

☐ FOLDING STRETCHER(s) with three restraining devices (chest, hip, and knee), at least 2" wide with quick-release buckle. Number required is based on the litter carrying capacity of unit, number: __

BACKBOARDS, MINIMUM of 4 2" WIDE

RESTRAINING STRAPS WITH QUICK-RELEASE

BUCKLE (Spider® type restraint may be substituted)

☐ SHORT or equivalent; (i.e. KED)-1

☐ LONG-2 (1)

☐ PEDIATRIC-1, a modified short or long backboard is acceptable.

☐ SCOOP STRETCHER-1

☐ EXTREMITY RESTRAINING DEVICES-8 (4)

(E. g., Flex-cuff® type)

SPLINTING MATERIALS

EXTRICATION COLLARS (soft foam rubber cervical collars are NOT allowed)

☐ TALL-2 (1)

☐ REGULAR-3 (1)

☐ SHORT-3 (1)

☐ NO-NECK-3 (1)

☐ PEDIATRIC-2 (1)

☐ PEDIATRIC NO-NECK-2 (1)

☐ HEAD IMMOBILIZER DEVICE, (foam blocks or Head-Bed™ type device)-4 (2)

EXTREMITY SPLINTS ☐ UPPER-3 ☐ LOWER-3

TRACTION SPLINTS ☐ CHILD-1 & ☐ ADULT-1, or

☐ CHILD/ADULT Combination-1

☐ PASG, ADULT -1

BANDAGING and DRESSING MATERIALS

☐ CONFORMING NON-STERILE 2"

GAUZE BANDAGES-12

☐ GAUZE 4" X4" STERILE SPONGES-24

STERILE BULK DRESSINGS:

☐ 8" X 30"-4, or ☐ 7" X 8"-8

☐ NON-POROUS 4" X 4" STERILE DRESSING-4

☐ ADHESIVE or HYPOALLERGENIC TAPE-3 (1)

ROLL(S) 1" __, and 2" __

☐ BANDAGE SHEARS-2

☐ TRIANGULAR BANDAGES-4

☐ BURN SHEETS-2

OTHER PATIENT CARE EQUIPMENT

☐ OBSTETRICAL KIT (DISPOSABLE)-2 (1)

☐ HYPOTHERMIA THERMOMETER, protective case-1

☐ RIGID EYE SHIELDS-4 (2)

☐ EMESIS CONTAINER, 1 two liter container, with plastic liners-4 (1)

STETHOSCOPE,

☐ adult-1

☐ pediatric-1

ANEROID SPHYGMOMANOMETER

☐ NEONATE-1

☐ INFANT-1

☐ CHILD-1

☐ ADULT-1

☐ LARGE ADULT-1

PATIENT EXAM GLOVES, latex or vinyl,

☐ SMALL-1 Bx (15 pair)

☐ MEDIUM-1 BX (15 pair)

☐ LARGE-1 BX (15 pair)

☐ FACE MASKS, DISPOSABLE-6 (2)

☐ HEPTA® type MASKS-1 per crewperson (plus 1 spare liner)

☐ PROTECTIVE EYE WEAR-1 pair per crewperson

☐ ISOLATION GOWNS, DISPOSABLE-6 (2)

☐ BEDPAN-1

☐ URINAL-1

☐ HAND CLEANING SOLUTION, waterless-16 oz or 8 cloths

☐ CLEANING DISINFECTANT, 8 oz-1

☐ CONTAINER(s) for used needles, 1 in each kit number: __

☐ CONTAINER(s) for contaminated personal protective equipment, and non-blood contaminated waste, number: __

☐ (A) BLOOD GLUCOSE METER-1

and METER STRIPS-10 (2)

BLS AMBULANCE EQUIPMENT

☐ EPINEPHRINE 1:1,000--2 ampules

Earliest expiration date: _____

☐ ACTIVATED CHARCOAL--2 oz

Earliest expiration date: _____

☐ GLUCOSE, Liquid tube--2 oz

Earliest expiration date: _____

☐ IRRIGATION FLUID--1,000 cc total

Earliest expiration date: _____

☐ BLOOD GLUCOSE STRIPS--1 btl (5 strips)

(MAY CARRY GLUCOSE METER)

IF PARTICIPATING IN EMT-D PROGRAM:

☐ DEFIBRILLATOR, auto or semi-automatic

☐ PATIENT CABLES--2 (1)

☐ CONTACT GEL--2 (1) tubes, or

☐ PRE-GELLED DEFIB PADS--3 (1) sets

☐ MONITORING ELECTRODES--4 (1) sets

☐ ECG PAPER--3 (1) ROLLS, (if not a recording device)

ALS AMBULANCE EQUIPMENT

☐ MONITOR/DEFIBRILLATOR/PACER (Or pace unit)--
with write-out, portable

☐ PEDIATRIC DEFIB PADDLES--1

☐ ADULT DEFIB PADDLES--1

☐ PATIENT CABLE--2 (1)

☐ MONITORING ELECTRODES

PEDIATRIC--3 (1) sets

ADULT--8 (2) sets

☐ PACE CABLE--2 (1) and

☐ PACING PATCHES--2 (1) set(s)

☐ CONTACT GEL--2 (1) tube(s), or

☐ DEFIB PADS--4 (2) sets

☐ ECG PAPER--3 (1) roll(s)

☐ LARYNGOSCOPE HANDLE--1

☐ EXTRA BATTERIES--2

LARYNGOSCOPE BLADES

☐ STRAIGHT--1 each, 0 __, 1 __, 2 __, 3 __, 4 __

☐ CURVED--1 each, 2 __, 3 __, 4 __

☐ EXTRA BULBS--2 each in required sizes

McGILL FORCEPS--1 each

☐ PEDIATRIC

☐ ADULT

☐ INTRAVENOUS FLUIDS, sterile, plastic containers--8 (2)

Liters minimum, 2 (1)--500 cc required

☐ good ☐ expired

INTRAVENOUS FLUID TUBING

☐ INTRAVENOUS CONTROL DEVICE,
(Soluset® or type device)--4 (2)

☐ MICRO DRIP SETS, may be carried as
Soluset®--4 (2)

☐ REGULAR ADMIN. SETS--6 (2)

☐ BLOOD PUMP ADMIN. SETS--4 (2)

TOURNIQUETS, DISPOSABLE

☐ PEDIATRIC--2 (1)

☐ ADULT--6 (2)

INTRAVENOUS ACCESS DEVICES

BUTTERFLY DEVICES--2 each

☐ 23 Ga. __

☐ 25 Ga. __

OVER-THE-NEEDLE CATHETERS

☐ 24 Ga.--4 (2) each __

☐ 22 Ga.--4 (2) each __

☐ 20 Ga.--10 (4) each __

☐ 18 Ga.--10 (4) each __

☐ 16 Ga.--10 (4) each __

☐ 14 Ga.--10 (4) each __

☐ 12 Ga. __, or ☐ 10 Ga. __--2 (1) each

INTRAOSSEOUS NEEDLES

☐ 15 Ga.--2 (1) __

☐ 18 Ga.--2 __

SYRINGES, sterile

☐ 1cc--4 (2) __

☐ 3 cc, __ or ☐ 5 cc, __ or ☐ 6 cc __--4 (2)

☐ 10 cc __, or ☐ 12 cc __--4 (2)

☐ 60 cc, catheter tip--2 __

☐ 60 cc, Luer lock--2 (1) __

NEEDLES, straight, sterile,

☐ VACUUM TRANSFER--4 (1) __

☐ 20 or 21 Ga.--4 (1) __

☐ 18 or 19 Ga.--4 (1) __

☐ FILTER NEEDLE, 18 Ga.--4 (1) __

☐ VACUUM TUBES, clot tubes--4 (1) __

Earliest expiration date: _____

☐ VACUUM TUBE HOLDERS--2 __

☐ CLEANSING PADS, Alcohol or Betadine®--50 (10)

☐ BETADINE® TYPE OINTMENT (or unit dose)--2 (1)
tubes or 10 (2) packets

☐ K-Y® TYPE LUBRICANT (or unit dose)--2 (1) tube(s) or
10 (2) packets

☐ MALE ADAPTER PLUGS--4 __

☐ SODIUM CHLORIDE INJECTIBLE PRELOADS--4

Earliest expiration date: _____

COPY OF STANDING ORDERS

☐ BLS

☐ EMT-I

☐ ALS

☐ SIGNED BY SUPERVISING PHYSICIAN:

NAME: _____

DATE: _____

Must be signed and dated annually.

AMBULANCE CARRYING CONTROLLED SUBSTANCES
MUST HAVE:

☐ LOCKED BOX ATTACHED TO THE INSIDE OF A
LOCKED CABINET

☐ KEYS TO EACH OF THE LOCKS (THE SAME KEY
CANNOT BE USED FOR BOTH LOCKS!)

☐ SIGN IN/SIGN OUT FOR EACH CONTROLLED
SUBSTANCE

☐ ALL DEVICES AND EQUIPMENT NOT STORED IN
CABINETS MUST BE PROPERLY FASTENED TO
PREVENT ITEMS FROM MOVING ABOUT WHILE THE
VEHICLE IS IN MOTION OR IF INVOLVED IN AN
ACCIDENT

LINEN SUPPLIES

☐ PILLOW with plastic covering--1 for each stretcher,
total # _____

☐ PILLOW CASES (cloth or paper)--6 (3)

☐ COT SHEETS (cloth or paper)--12 (6)

☐ BLANKETS--1 for each stretcher, (may be
disposable), total # _____

SECURITY and RESCUE

EQUIPMENT

- ☐ FIRE EXTINGUISHER, 5 lb., 2A-10BC type, (must be accessible from either the patient or drivers compartment--1
 - ☐ FLASHLIGHT--2 (1)
 - ☐ BATTERIES--O good O bad
 - ☐ BULBS--O good O bad
 - ☐ EXTRA SET OF PACKAGES AND DATED BATTERIES--1
 - ☐ ROADWAY WARNING DEVICES, Flares or Red colored chemical lights--to equal 180 minutes
 - ☐ LEATHER GLOVES--2 pair
 - ☐ CROWBAR, 24"--1
 - ☐ WRECKING BAR, 51"--1
- Note: A pry-ax type tool may be substituted for the crowbar and wrecking bar
- ☐ EMERGENCY RESPONSE GUIDE BOOK, DOT, INITIAL RESPONSE TO HAZARDOUS MATERIAL INCIDENTS, 1992 or newer--1

COMMUNICATIONS EQUIPMENT AND RECORDS

RADIO O VHF O UHF O 800 MHz

List all frequencies: _____

- ☐ PATIENT CARE REPORT FORM--12 (2)
- ☐ REFUSAL INFORMATION FORM--6 (1)
- ☐ TRIAGE TAGS--25
- ☐ AMBULANCE USAGE RECORDS KEPT IN OFFICE
- ☐ MAINTENANCE RECORD KEPT IN OFFICE

PATIENT COMPARTMENT

DIMENSIONS

PATIENT COMPARTMENT:

- ☐ LENGTH; must be at least 116" (B) and 122" (C) from the front partition the inside surface of the rear door at the floor.
ACTUAL: _____
- ☐ DISTANCE; must be at least 25" and not more than 30" of unobstructed space at the head of the primary patient stretcher (measure from backrest of EMT seat to forward edge of stretcher).
ACTUAL: _____
- ☐ DISTANCE; must be at least 10" from the end of the stretcher to the inside surface of the rear door.
ACTUAL: _____
- ☐ WIDTH; must be at least 18" (+/- 6") clear aisle between primary stretcher and squad bench.
ACTUAL: _____
- ☐ HEIGHT; must be at least 60".
ACTUAL: _____

DOORS

- ☐ "DOOR OPEN" WARNING
- ☐ RIGHT FORWARD SIDE; must be at least
30" wide ACTUAL: _____
42" high, type II. ACTUAL: _____
54" high, type I & III. ACTUAL: _____
- ☐ REAR LOADING, must be at least:
44" wide. ACTUAL: _____
46" high. ACTUAL: _____
- ☐ BETWEEN DRIVER AND PATIENT COMPARTMENT FOR TYPE II AND III, must be at least:
17" wide. ACTUAL: _____
46" high. ACTUAL: _____
- ☐ 150 sq. in of window. ACTUAL: _____

EMBLEMS and MARKINGS

FRONT:

- ☐ Word "AMBULANCE" in 4" blue block letter in mirror image, centered above the grille, on an orange or white background.
- ☐ Star-of-Life in 3" blue emblem located to both the left and right of the word ambulance.

SIDE:

- ☐ Word "AMBULANCE" in 6" blue block letters on each side
- ☐ Star-of-Life in 16" in blue block emblem on each side

REAR:

- ☐ Word "AMBULANCE" in 6" blue block letters
 - ☐ Star-of-Life in 12" blue block emblem on each rear door
- TOP:**
- ☐ Star-of-Life in a 32" blue block emblem

AMBULANCE EXTERIOR:

NEED OF BODY WORK? NO ___ YES ___
SPECIFY: _____

NEED OF PAINTING? NO ___ YES ___
SPECIFY: _____

CLEANLINESS: SATISFACTORY ___
UNSATISFACTORY ___

AMBULANCE INTERIOR:

NEED OF UPHOLSTERY WORK? O NO O YES
EQUIPMENT ORGANIZED IN A NEAT AND ORGANIZED
MANNER? O NO O YES
CLEANLINESS SATISFACTORY ___
UNSATISFACTORY ___

DISPLAYING SIGNS, LICENSES

AND CERTIFICATES

- ☐ Star-of-Life Ambulance 1822 B or C
Sticker, Location: _____
- "NO SMOKING" signs,
 - ☐ Drivers Compartment
 - ☐ Patient Compartment
- ☐ Health Division Ambulance License,
Location: _____
- ☐ Multnomah County Ambulance License:
Location: _____

ATTACHMENT H
MASS CASUALTY INCIDENT PLAN



Multnomah County



Emergency Medical Services

Mass Casualty Incident Plan

1993

**MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES
MASS CASUALTY INCIDENT PLAN**

TABLE OF CONTENTS

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MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES
MASS CASUALTY INCIDENT PLAN

I. GENERAL

- A. Purpose:
The Mass Casualty Incident Plan outlines the response policies and procedures for emergency medical services providers and agencies in Multnomah County to be implemented in the event of a Mass Casualty Incident (MCI).

- B. Information:
The following titles of the National Interagency Incident Management System (NIIMS) Incident Command System (ICS) are used:

NIIMS ICS

Emergency Center
EMS Assembly Area
Medical Branch Director
Medical Communications Group Supervisor
Medical Transportation Group Supervisor
Triage Group Supervisor
Treatment Group Supervisor

- C. Definitions:

State Advanced Life Support (ALS) Unit: A unit staffed by at least two persons: one state-certified at or above the EMT 1 level and one state-certified at or above the EMT 3 level, or an RN, PA or physician trained in prehospital emergencies as defined in OAR 333-23-050 2 (a), (A) and (B).

Multnomah County ALS Ambulance: An ambulance staffed, according to Multnomah County Administrative Rule, by at least two Oregon Certified EMT 4s.

All-Call: An interhospital survey conducted on the Hospital Emergency Administrative Radio (HEAR) System to determine the number of critical and/or noncritical patients each facility can handle.

Ambulance Staging Area: Area where arriving ambulances and personnel can be assembled in close proximity to the incident.

Basic Life Support (BLS) Unit: A unit staffed by at least two persons: one state-certified at or above the EMT 1 level or an RN, PA or physician trained in prehospital emergencies.

Bureau of Emergency Communications (BOEC): A city of Portland bureau responsible for management of the Multnomah County Public Safety Answering Point (PSAP) located at Kelly Butte. This bureau coordinates 9-1-1 communications for Emergency Medical Services, Law Enforcement and Fire Services throughout Multnomah County including the cities of Portland, Gresham, Troutdale, Wood Village, and Fairview.

Critical Incident Stress Debriefing (CISD): A confidential discussion organized and performed by a Critical Response Team (CRT) composed of responders, peers, and mental health professionals. [The Critical Response Team responds to any situation faced by emergency services personnel that causes them to experience unusually strong emotional reactions which may potentially interfere with their ability to function either at the scene or later.]

Emergency Center: A facility established and equipped to perform coordination in support of a large scale emergency or disaster.

EMS Assembly Area: Area where arriving ambulances and personnel can be assembled in close proximity to the incident.

EMS Assembly Area Manager: Individual designated to manage the EMS Assembly Area(s).

EMS Dispatch: An integral part of the Bureau of Emergency Communications. EMS Dispatch functions as a central point for 9-1-1/medical call taking and dispatch. During a Mass Casualty Incident, EMS Dispatch will monitor the operations frequency, assign additional requested resources, and ensure sufficient medical coverage for other EMS incidents.

Fire Alarm Dispatch (FAD): Communications center for fire services in Multnomah County.

Fire Command: Senior Fire Officer on-scene.

Fire Rescue: A fire service unit which has medical capability.

Hospital Emergency Administrative Radio (HEAR): VHF radio system coordinated by Regional Hospital during a Mass Casualty Incident--used to ascertain and assemble information regarding hospital resources.

Immediate Danger Zone: Area surrounding an incident in which there is a potential danger to life. Incident Command will determine its boundaries.

Incident Command ("Command"): Radio designation and "title" of person or persons responsible for overall direction of the incident.

Incident Commander: Person designated by the public safety agency in charge to command the scene.

Jurisdiction: Multnomah County and those jurisdictions within Multnomah County.

Landing Zone (LZ): A well-marked area, 100 ft. x 100 ft., designated and secured by fire or law enforcement personnel for helicopter landing.

Medical Branch Director: An EMT 4 who coordinates all on-scene emergency medical services activities.

Medical Communications Group Supervisor: An EMT 4 who coordinates Regional Hospital communications and patient destinations with transporting ambulance assignments.

Medical Examiner: is responsible for removal of deceased from area and coordinates morgue activities.

Medical Resource Hospital (MRH): Acts as back-up to Regional Hospital in the event of Regional Hospital communications failure.

MedNets: UHF radio frequencies designated for Emergency Medical Services communications.

Morgue: Temporary area initially designated by the Medical Branch Director and Transportation Group Supervisor, where deceased victims will be taken--location may be changed by Medical Examiner.

Patient Loading Zone: Designated area adjacent to the patient treatment area, where transporting units receive and load patients.

Patient Treatment Area: Designated area where patients are brought, reassessed, and treated after initial triage and tagging by a Triage Team member. Treatment priority sections will be marked, corresponding with colors of triage tags.

Regional Hospital: Facility coordinating patient destinations with hospital resources.

Staging Area: Area where arriving fire service equipment, other vehicles and personnel stage to be in close proximity to the incident.

Transportation Group Supervisor: An EMT 4 who establishes treatment areas and supervises patient loading into transport units.

Treatment Group Supervisor: An EMT 4 who coordinates all activities in the treatment areas.

Triage: Process of sorting patients by severity of injury.

Triage Group Supervisor: An EMT 4 who coordinates triage, patient assessment, and tagging.

Triage Tag: Multicolored tie-on tag used to indicate condition and treatment priority of patients.

Triage Priority Colors:

Red - Priority 1 - Critical

Life threatening medical emergencies, i.e., airway, breathing and/or circulation problems.

Yellow - Priority 2 - Noncritical

Not as seriously injured as Priority 1 patients, but possibility exists for rapid deterioration of physical condition.

Green - Priority 3 - Ambulatory

Require treatment, but can wait for transportation without immediate threat to life.

Black - Priority 0

Expired or mortal injuries.

Triage Tagging: Method used to categorize condition of patients, according to severity of injuries. A triage team member will assign tags corresponding in color with treatment priority areas: red - priority 1; yellow - priority 2; green - priority 3; black - priority 0. The triage tag shall stay with the patient through hospital admittance.

D. Legal Authority:

Oregon Revised Statutes:

ORS 431.607 Emergency Medical Services and Trauma System

ORS 823.00 Ambulances and Emergency Personnel

ORS 823.180 County plan for ambulance and Emergency Medical Services

Oregon Administrative Rules:

333-28-000 through 333-28-063 Ambulances and Emergency Medical Technicians

333-28-095 through 333-28-130 County Ambulance Service Area Plans

333-200-000 through 333-200 090 Emergency Medical Services and Trauma Centers

Multnomah County Code:

MCC 6.32

Ambulance Services

Multnomah County EMS Administrative Rules:

Permanent and Emergency Rules

Other:

State Trauma Advisory Board Plan

Area Trauma Advisory Board I Plan - April 4, 1988

E. Policy:

The Mass Casualty Incident (MCI) Protocol will be used to coordinate incidents involving ten or more total patients.

During a mass casualty incident, emergency medical services providers and agencies will conduct operations to provide immediate resources, to minimize the loss of life through prompt medical treatment in the field, and to coordinate field medical services and activities with existing medical facilities and other support services and resources.

It is an EMS policy that agencies having the responsibility to provide needed emergency services be notified of an impending or actual incident as soon as appropriate in order to initiate preparedness or response activities.

The Trauma System is NOT used for mass casualty incidents.

On-scene personnel will have authority to act in a timely manner within the incident command system at the scene.

If the first units responding to an incident are BLS or ALS staffed with only one EMT 4:

- A. Medical Branch Director shall order ALS units as needed to fill the EMT 4 positions.
- B. Designated BLS personnel shall perform MCI tasks normally assigned to EMT 4s until relieved.

II. LEVELS OF ACTIVITY

Level I:

An incident exists involving ten or more total patients or the potential for 10 or more patients.

Level II:

An incident exists where the number of MCI-dedicated ALS ambulances has reduced the available ALS ambulances within Multnomah County to a Minimum Coverage Level of 3 or below.

Level III:

An incident exists where the number of MCI-dedicated ALS ambulances has reduced the available ALS ambulances within Multnomah County to a potential EMS Coverage Level of 0.

III. ACTIVATION

The first arriving Advanced Life Support unit on the scene shall identify itself and advise EMS Dispatch of the following:

1. The exact location of the incident.

2. The type of incident (transportation accident, fire, explosion, etc.).
3. Environmental conditions (hazardous materials, extreme weather, etc.).
4. Number of ALS ambulances needed.
5. Immediate danger zone.
6. Assembly area.
7. Recommended routes to and from the scene.
8. Approximate number of patients.

First Fire ALS Unit:

- Provides personnel to perform duties of the Medical Branch Director and Triage Group Supervisor.
- Provides the identification vests, task cards, and triage area tarps.

(If the first arriving Fire Unit is not ALS staffed, the Triage Group Supervisor's duties may be assigned to ALS Ambulance personnel and the Transportation Group Supervisor's duties assigned to BLS fire personnel until relieved by fire ALS personnel.)

First ALS Ambulance Unit:

- Provides personnel to perform duties of the Transportation Group Supervisor and Communications Group Supervisor.

IV. COMMUNICATIONS

Field units SHOULD NOT use the HEAR system -- it is reserved for interhospital traffic. Units transporting patients should not give receiving hospitals updates or patient care reports.

MedNet 1 is the dedicated MCI channel for on-site coordination, communication with Regional Hospital and the request/direction of additional medical personnel through EMS Dispatch.

If MedNet 1 is disabled, MedNet 4 will be used. (MRH will continue to function for medical direction and non-MCI trauma communications on MedNet 4).

MCI Medical Operations:

MedNet 1 (UHF):

Medical Sector Coordinator; Communications Group Supervisor; Transportation Group Supervisor; Triage Group Supervisor; ALS Ambulances; LifeFlight; EMS Dispatch; Fire Rescues, dedicated BOEC MCI operator.

Interhospital Coordination:

HEAR System (VHF):

Regional Hospital and Area Hospitals.

Primary EMS Dispatch:

MedNet 9 (UHF):

Routine EMS Operations.

Initial assignment of units to MCI.

Reassignment of units after transport.

V. DOCUMENTATION

The Communications Group Supervisor will fill out and maintain the Mass Casualty Incident Log.

All MCI operations documents will be copied and forwarded to the Multnomah County Emergency Medical Services office within five working days.

An accounting of the expense of the Multnomah County Emergency Services Agencies may be kept and made available upon request to the Multnomah County/city Office of Emergency Management for the purpose of compiling and reporting to the county.

VI. DEMOBILIZATION

1. Appropriate callbacks will be made by agencies who made initial contacts, at the direction of the Incident Commander, 9-1-1 center will cancel units, agencies will cancel personnel.
2. Personnel-on-scene will check with Incident Command before clearing scene.
3. All agencies should consider contacting a Critical Response Team (CRT) which performs Critical Incident Stress Debriefing (CISD) for their personnel. Requests for the Oregon Critical Response Team (OCRT) may be made through Medical Resource Hospital.

VII. ACTIVITY CHECKLIST

A. Level I

An incident exists involving ten or more total patients.

Position

Task

Emergency Medical Services _____
Dispatch

Verify Mass Casualty Incident and its location, dispatch initially requested units.

If EMS Dispatch is advised that hazardous materials are involved in the incident, IMMEDIATELY notify all responding agencies.

Notify BOEC supervisors, adjust staffing pattern, inform law enforcement dispatch.

Position

Task

Relay incident information to Regional Hospital.

Broadcast incident and frequency information to all on-line EMS units.

Put air ambulance services on standby.

Call all ground ambulance companies and have them put all available units on the air for potential response.

Notify the EMS Office.

Monitor the operations frequency and dispatch additional EMS units per request of the Medical Branch Director or Incident Commander.

Cancel ground and air ambulances per request of Medical Branch Director or Incident Commander.

First arriving ALS Unit _____

Advise Emergency Medical Services Dispatch of the following:

This is an MCI.

The exact location of the incident.

The type of incident (transportation accident, fire, explosion, etc.).

Environmental conditions (hazardous materials, extreme weather, etc.).

Number of ALS ambulances needed.

Immediate danger zone.

Assembly area.

Recommended routes to and from the scene.

Approximate number of patients.

Position

Task

First Fire ALS Unit _____

Provide the Medical Branch Director and Triage Group Supervisor.

Distribute the identification vests and task cards to the Transportation Group Supervisor, Communication Group Supervisor, Triage Group Supervisor, and Medical Branch Director.

Provide triage tags.

Provide color coded tarps or markers for treatment areas.

Medical Branch Director _____

Coordinate ALL on-scene EMS activity.

Ensure that EMS Dispatch gets pertinent incident information.

Appoint Triage Group Supervisor.

Order ambulances, as needed, per Communications Group Supervisor.

Coordinate all EMS activities with Incident Command.

Order additional resources for Medical Branch (manpower, buses, medical supplies, Red Cross, Medical Examiner, etc.).

Delegate establishment of air ambulance Landing Zone (LZ).

Constantly assess performance of group supervisors and make personnel changes if necessary.

Triage Group Supervisor _____

Perform rapid triage.

Estimate number of patients and type of injuries, i.e., Head, peds, OB, Chest, Burns, Radiation, HazMat.

Position

Task

Give this information to the Medical Branch Director and the Communications Group Supervisor.

Go back, start "tagging" patients.

Confer with Medical Branch Director to establish extrication teams.

Ensure that no unnecessary equipment is brought into scene where patients are located.

Move patients to treatment areas as soon as possible.

First ALS Ambulance_____

Provide EMT 4 Transportation Group Supervisor and EMT 4 Communications Group Supervisor.

Medical Communications Group Supervisor_____

Establish communications with Regional Hospital on Mednet 1.

Designate the Ambulance Assembly area. Relay location to Medical Branch Director.

Start MCI log, using information from the Triage Group Supervisor.

If necessary, designate a communications assistant to assure an organized flow of information from scene to Regional Hospital.

Request additional ambulances, including BLS ambulances, if needed, via the Medical Branch Director.

Keep a unit ready for loading in the Loading Zone at all times.

As soon as a unit is ready to transport, tell Regional Hospital the number and type of patients on board. Regional will determine unit destination.

Position

Task

Medical Transportation Group Supervisor_____

Inform loaded ambulance of its destination, ensure its safe departure, and immediately request another ambulance to move in from the staging area to the loading zone.

Establish patient treatment areas after conferring with the Medical Branch Director regarding location.

Establish patient loading zone. Consider proximity to treatment area and ambulance approach and exit routes.

Assign patients from treatment area to ambulances.

Supervise the number and priority of loading of patients.

As soon as patients have been loaded, tell the Communications Group Supervisor the ambulance unit and number/type of patients on board. (Head, Peds, OB, Chest, Burns, Radiation, HazMat, etc.)

If extra medical equipment is needed, request from the Medical Branch Director.

Do not allow patients to "stack up" in the loading zone.

If necessary, delegate the loading of ambulatory patients into buses.

Treatment Group Supervisor_____

Coordinate all activities in the treatment area with the Transportation Group Supervisor.

Organize treatment areas and order additional medical equipment and manpower through the Medical Branch Director.

Maintain contact with Triage Group Supervisor. Accept patients into treatment areas.

Position

Task

Provide BLS care to patients. ALS care may be possible later in the incident when resources allow.

Identify the order in which patients are to be transported.

Keep the treatment area as secure as possible.

If ambulatory patients are loaded onto buses or grouped together in one location, attempt to provide secure access and egress points (so patients or their parents do not leave the scene). All patients triaged must be accounted for!

Additional Arriving Ambulances_____

Go to the EMS Assembly Area and remain with your vehicle.

Report your arrival to the Communications Group Supervisor. (EMS Assembly Area Manager if one has been designated.)

Load patients as assigned by Transportation Group Supervisor.

Transport to medical facility as assigned by Communications Group Supervisor and provide patient care enroute.

Additional Arriving Rescues_____

Respond to Staging Area.

Report arrival to the Staging Area Manager; wait for assignment.

If assigned as an ambulance, report to EMS assembly area and remain with your vehicle. On arrival, inform Communication Group Supervisor (EMS Assembly Area Manager if one has been designated.)

Air Ambulances_____

Switch to predesignated operations net for instructions and landing zone location and remain with your aircraft after landing.

Load patients as assigned by Transportation Group Supervisor.

Position

Task

Transport to medical facility as assigned by Communications Group Supervisor.

Regional Hospital_____

Establish contact with Communications Group Supervisor.

Initiate HEAR System "All-Call" and relay information to others on emergency notification list.

Coordinate patient information between field personnel and receiving hospitals.

Coordinate transportation assignments from incident site to hospitals.

Upon request, provide medical direction in case Medical Resource Hospital communications fail.

Medical Examiner_____

Direct tagging of possessions and preserve conditions at the scene for investigative agencies.

Direct removal of the deceased from the area, and coordinate morgue activities.

Incident Commander_____

Oversee and manage all on-scene incident operations.

Law Enforcement_____

Coordinate with Incident Command.

Perform on-scene operations and tasks according to agency procedures and Incident Command Directives.

Fire Service_____

Coordinate with Incident Command.

Perform on-scene operations and tasks according to agency procedures and Incident Command directives.

B. Level II

An incident exists where the number of MCI-dedicated ALS ambulances has reduced the available ALS ambulances within Multnomah county to the minimum coverage level 3 established by Multnomah County Administrative Rules.

Position

Task - In Addition to Level I

BOEC_____

Request out-of-county ambulances as directed by Medical Branch Director.

C. Level III

An incident exists where the number of MCI-dedicated ALS ambulances has reduced the available ALS ambulances within Multnomah County to an EMS Coverage Level of 0.

Position

Task - In Addition to Level II

All Agencies_____

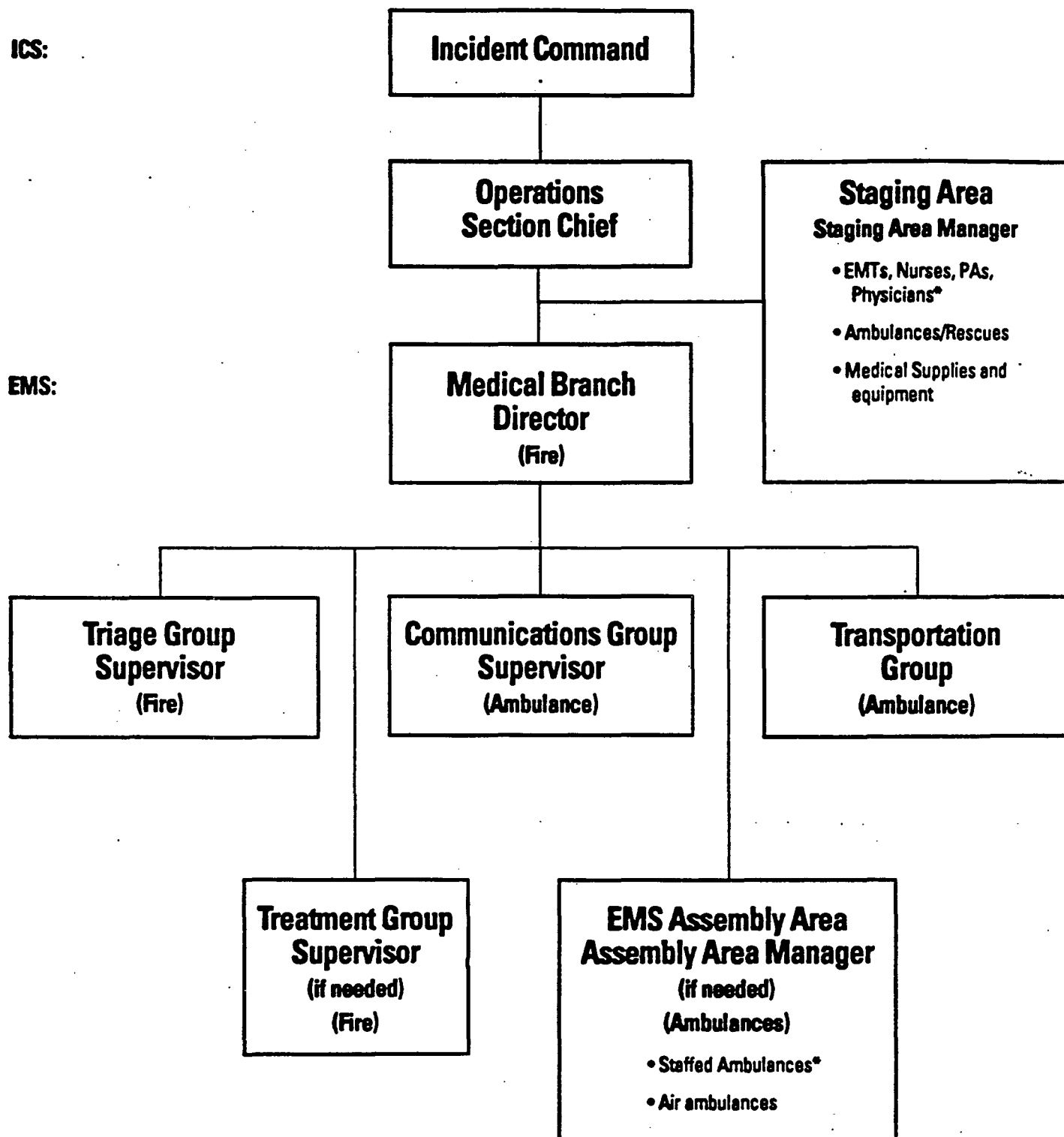
Increase support according to magnitude of incident.

Coordinate arrival and dispersement of additional manpower and resources with Emergency Center and Incident Command.

Notify the City/County Emergency Management Office.

EMS Structure

ICS:

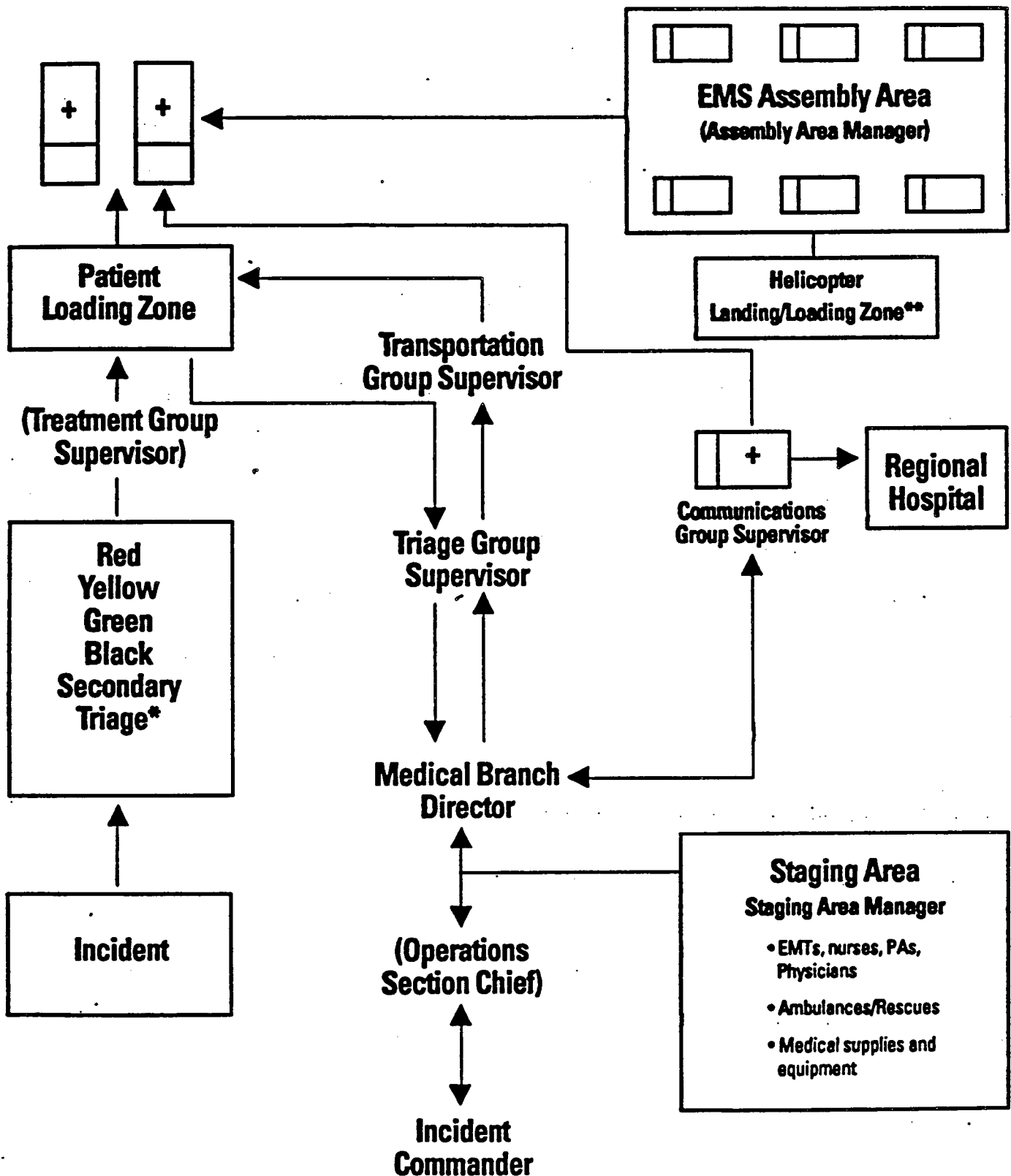


EMS:

*All off-duty EMS personnel who arrive at the scene will report only to the Staging Area. If needed, they will be asked to respond to a given person and/or area by the Staging Area Manager and be given visible identification.

Medical Branch Diagram

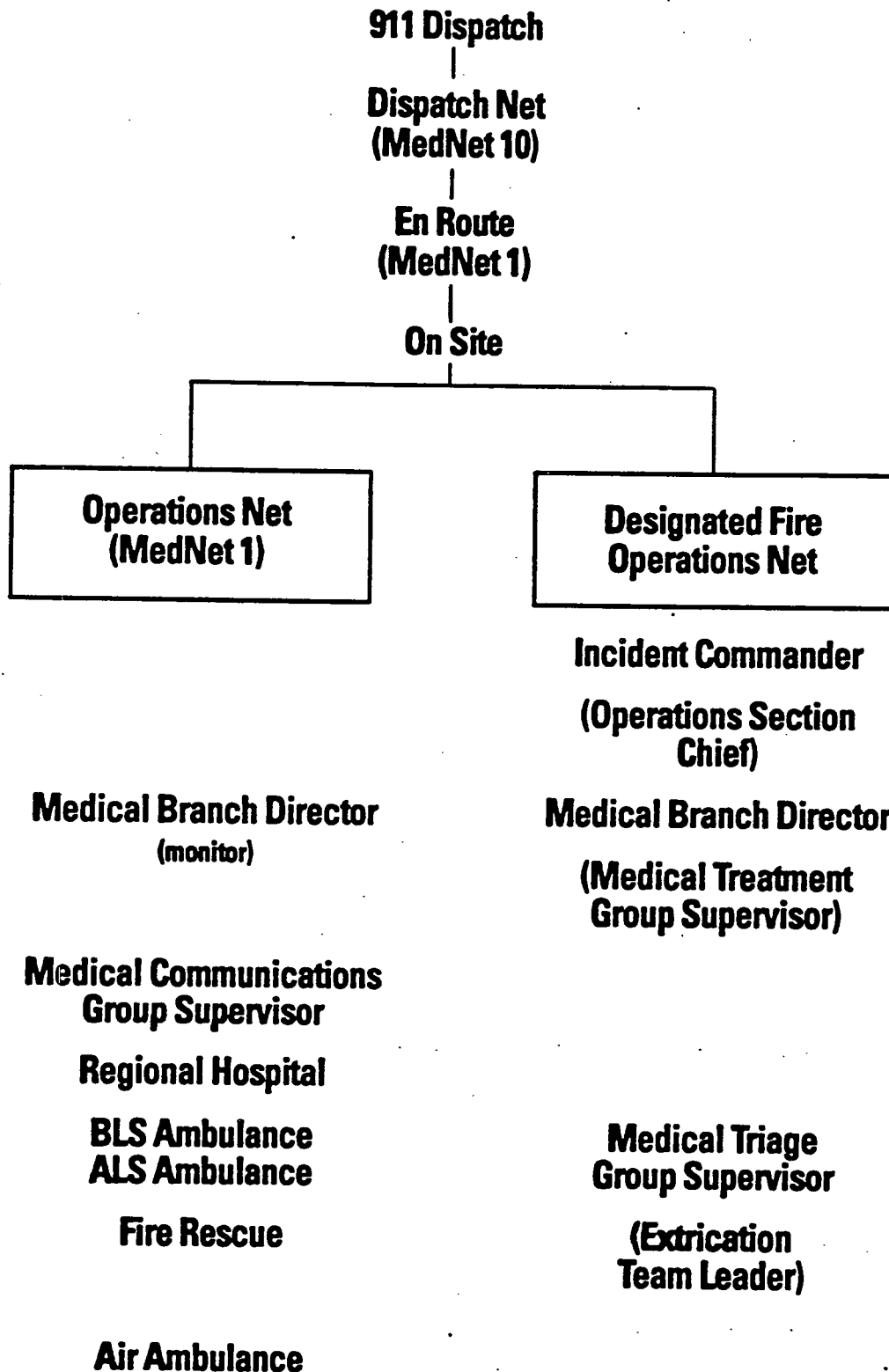
(Example)



* Diagram indicates needed triage areas. Actual designated sites will vary.

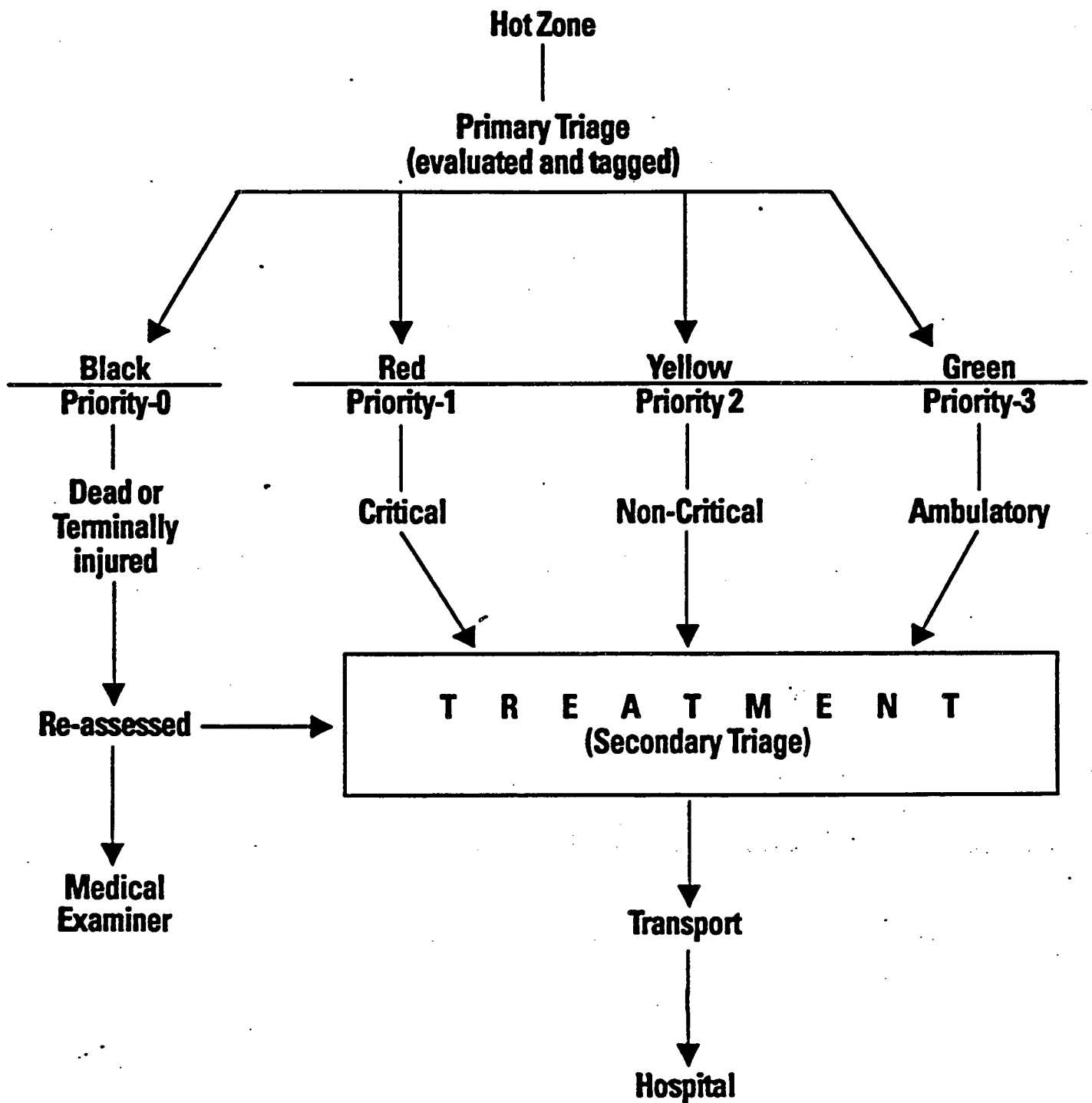
** Helicopter landing/loading zone should be placed away from areas of patient care. Actual placement will be determined by where the helicopter can land.

Communications*



*Who has what channels.

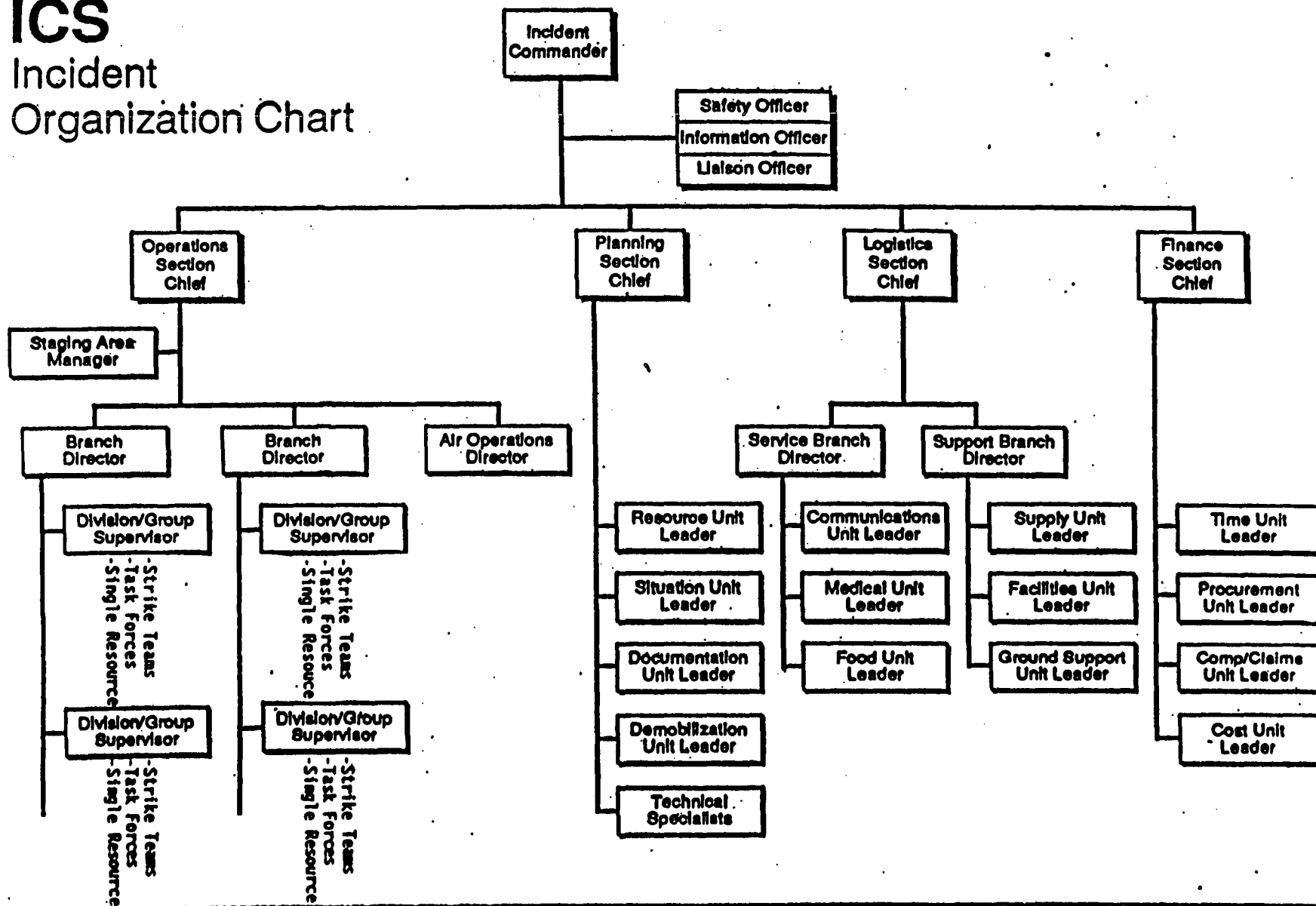
Patient Flow



When a vehicle is available for transport, treatment shall shift from on-scene to treatment during transport. Keeping on-scene time to a minimum consistent with good patient care is the goal.

ICS

Incident Organization Chart



ATTACHMENT I
HAZ-MAT
SPECIALIZED RESCUE

HAZARDOUS MATERIALS

Purpose:

Paramedics may be first on the scene of a hazardous materials situation because of shorter response time or no knowledge of dispatch that hazardous materials are involved. This protocol is intended to guide paramedics who do not normally function in hazardous materials scenes.

If the scene you are responding to is a known or suspected (based on information from dispatch) hazardous materials situation stage and wait for the hazardous materials personnel.

When you have arrived at the scene and find out during scene assessment that hazardous materials are involved stage and wait for the hazardous materials personnel.

All scenes (MVA, Industrial, etc.) should be considered as being a potential hazardous materials situation. The following approach procedure should be used:

Procedure:

I. Approach

A. All scenes:

1. Utilize a cautionary approach at all times.
2. The reported location may be inaccurate and response into a contaminated area might occur.
3. Approach upwind and upgrade if possible. If unable to approach from upwind/upgrade, approach at 90° to wind/grade if possible with safety in mind.
4. Position vehicle well away from problem and headed away from incident.
5. Communicate your actions or intended actions to EMS Dispatch.
6. Remember: Contaminated and/or exposed response personnel may add to the overall problem and reduce their effectiveness to help.

B. If at any time you suspect a hazardous materials situation:

1. If first-in responder, confirm that fire and police have been notified. a. The agency responsible for hazardous materials responses may respond with different levels of personnel and equipment based upon the information received. Do not always expect a hazardous materials team to respond.
2. If you are a first-in responder, first priority is scene isolation. KEEP OTHERS AWAY! KEEP UNNECESSARY EQUIPMENT FROM BECOMING CONTAMINATED.
3. If you believe that you or your vehicle are contaminated stage in an isolated area.

DRAFT

**PORTLAND BUREAU OF FIRE, RESCUE & EMERGENCY SERVICES
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)**

April 13, 1993

TO: Whom It May Concern
FROM: Lt. Dennis Gale
SUBJECT: Specialized Rescue/EMS Services Provided by Portland
Bureau of Fire, Rescue & Emergency Services

I. HIGH ANGLE RESCUE

High angle rescue incidents are handled by specially trained and equipped units stationed in strategic locations (Stations 1, 22, 19 & 41). In addition, all of those stations have high angle rescue trained fire fighter/paramedics that provide medical care at the incidents.

II. CAVE IN RESCUE

Cave in incidents are handled by Squad 1 (specially trained personnel) using Trench Rescue 1 (special cave in equipment). These units are preceded by PFB 1st responders and PFB fire fighter/paramedic units knowledgeable about cave in rescue techniques.

III. WATER RESCUE

Specialized water rescue is provided by Portland Fire's Dive Rescue Team. This specialized 30 member team is supported by PFB first responders and PFB fire fighter/paramedic units.

IV. HAZARDOUS MATERIALS INCIDENTS

Hazardous materials incidents are handled by Haz. Mat. 23. This regional Hazardous Materials Team is assisted by specially trained Haz. Mat. paramedics from Haz. Mat. Rescue 41.

V. EXTRICATION

Extrication is normally handled by one of ten PFB truck companies stationed in strategic locations. All extrication incidents require a PFB ALS unit (medical care) and a PFB engine company (fire safety).

VI. SPECIAL POLICE OPERATIONS (S.W.A.T. TEAMS, Etc.)

Medical care at special police operations is handled by 12 specially trained fire fighter/paramedics. These "S.E.R.T./Fire Medics" received their specialized training from Portland Police Bureau's Special Emergency Response Team.

VII. SPECIAL RESCUE INCIDENTS

Special rescue incidents (elevator rescue, etc.) are normally handled by PFB Squad 1. This unit has received specialized training in these areas.

ATTACHMENT J
SEARCH AND RESCUE PROTOCOL

SEARCH AND RESCUE (SAR)

Incidents that occur in "back country" or wilderness areas often involve extended response times, specialized personnel and extrication equipment; non routine procedures for dispatch of EMS resources may need to be used.

Always notify the Sheriff's Office of any incident that occurs "on a trail; during a hike or climb," or other similar outdoor events. Per ORS #401.066, the Sheriff's Office is in charge of all Search and Rescue incidents, and is responsible for notifying, organizing, and using appropriate resources, such as the RAT Team through Buck Medical Services, the 304th Air-evac unit, etc.

There is no need for an ALS ambulance to standby at a trail head waiting for a wilderness rescue team to extract a patient. An MCSO/SAR Officer at the scene may advise BOEC to have the initially dispatched ambulance go back in service until the patient is prepared for transport; at that time the MCSO/SAR Officer will request the dispatch of appropriate transport.

RESPONSIBILITY:

ACTION:

Calltaker

1. Process the call for medical and law enforcement response.
2. Identify the need for MCSO/SAR notification when the incident type and location is verified.
3. Attempt to ascertain any access problems or unusual incident circumstances or hazards and include in the MISC. INFO.
4. Ensure that the MCSO District Officer and the MCSO Shift Sergeant have been notified. MCSO is in command of all Search and Rescue incidents.
5. Complete the call per BOEC policy.

EMS Dispatcher

1. Contact the appropriate first responder agency.
NOTE: Certain areas in East County have no EMS first responder services (unusual MSAG info should be in call MISC. INFO.)
2. Dispatch the appropriate units.
NOTE: The Buck Ambulance RAT team may be activated for response in Multnomah County ONLY on requested of the Sheriff's office

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3. Advise all responders to contact the MCSO District Officer or SAR Coordinator as soon as they arrive on scene.

4. Contact or dispatch additional EMS resources when requested by the MCSO District Office or SAR Coordinator

Dispatch Coordinator

1. Monitor all activities associated with the incident.

2. Advise all net dispatchers of NET-5 closure for SAR operations, as required.

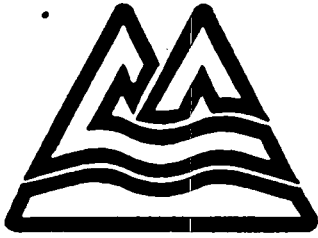
3. When Search and Rescue is requested, make appropriate notifications.

Incident Command

1. If "command" requests a delay in dispatching an ambulance, ground or air, (while the SAR team reaches, stabilizes, packages, and extricates the patient) command is then responsible for contacting EMS Dispatch for dispatch of an appropriate transport unit.

2. Decisions about appropriate transport units should be made in consult with available medical resources at the scene.

ATTACHMENT K
DISPATCH PROCEDURES
TRIAGE GUIDE



MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES TRIAGE GUIDELINES AND PREARRIVAL INSTRUCTIONS

These Triage Guidelines are to be used by ALL licensees in Multnomah County. Any call for emergency medical assistance **MUST** be triaged by these standards. Any response other than 0, as defined herein, will be referred to EMS Central Dispatch per Rule 631.320 (Subsection B and F) and Rule 631.330 (Subsection A).

No licensee or EMS dispatch agency may downgrade the response as required by these standards.

Any request for medical assistance which requires an ambulance in thirty (30) minutes or less **MUST** be triaged by these standards.

When in doubt, use your judgement and upgrade the level of response.

REASONS FOR ANY DEVIATIONS IN TRIAGED RESPONSE LEVEL MUST BE DOCUMENTED.

•• The use of the masculine or feminine pronoun, within text, is not meant to be gender specific ••

This document available from:
Multnomah County EMS Office
426 SW Stark Street, 9th floor
Portland, Oregon 97204
(503) 248-3220

[Graphic Arts Unit]

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
CARDINAL QUESTIONS — ALWAYS ASK! 1. What is happening? 2. Conscious? 3. Breathing? 4. Age/Male or Female?	BREATHING CHECK: Place your ear next to his/her mouth & nose and look toward the chest. Can you feel or hear any air movement? Is there fluid, bubbles or anything else in the mouth or nose? Do you see the chest or stomach moving? Place your hand on his/her stomach. Can you feel it rising or falling? PULSE CHECK: See Additional Information. *

DISPATCH PRIORITIES

- UN 1 -Unconscious, not breathing
 -Unconscious, not known if breathing
 -Unconscious, abnormal or possible agonal breathing
- UN 3 -Unconscious, breathing normally
 -Now conscious and breathing (if with difficulty, see BREATHING card)

1 CARDINAL QUESTIONS

8/92

ADDITIONAL INFORMATION

* **PULSE CHECK:** Child/Adult: Place your index and middle finger into the groove next to his/her Adam's Apple. **DON'T PRESS TOO HARD!** Feel for a pulse for 5 seconds.

Infant: Place your index and middle finger over the baby's left nipple. **DON'T PRESS TOO HARD!** Feel for a pulse for 5 seconds.

AGONAL BREATHING: Gasping, ineffective breaths that often occur at the time of Cardiac Arrest. The caller may describe the person as "breathing funny, breathing weird, gasping, making funny noises, etc."

SIGNS OF SHOCK:

1. Confused or sleepy? (Key Question)

Other signs of shock are listed below and should be used as determinants when volunteered by the caller or are covered by other key questions.

2. Skin feels cool and moist
3. Pale or blue skin color
4. Nausea and/or vomiting
5. Dizzy or faint

IF TRAUMA: Pre-Arrival: "Don't move him!! If you must, try to keep his head and neck from turning or pulling, to prevent further injury."

1 CARDINAL QUESTIONS

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Chest Pain ?* 2. Bloody or "coffee-ground" vomitus ? 3. Confused or sleepy ? 4. Dizzy or feeling faint ? 5. Rectal bleeding ? Dark, tarry stool ? 	<p>If vomiting or nausea is present, turn on side.</p> <p>If signs of shock or fainting present, lay down flat and raise legs.</p> <p>No food or drink.</p>

DISPATCH PRIORITIES

* Refer to Chest Pain Card

- AB 3 -Vomiting bright red blood or dark "coffee ground" substance
 -Signs of Shock (confused, sleepy, dizzy, faint, etc. . .)
 -Rectal bleeding/dark, tarry stool
 -Any female of child-bearing age (13-50) with abdominal pain and/or bleeding
- AB 0 -All others

2 ABDOMINAL COMPLAINTS

8/92

ADDITIONAL INFORMATION

"Coffee ground" vomitus is partly digested blood from chronic internal bleeding.

Life-threatening causes:

- Ectopic Pregnancy
- Perforated or bleeding ulcer
- Ruptured spleen or liver
- Abdominal aortic aneurysm
- Myocardial Infarction (M.I.) [May simulate heartburn]

Common causes:

- Flu
- Appendicitis
- Pelvic Inflammatory Disease (P.I.D.)
- Bowel Obstruction
- Gastritis

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Difficulty breathing ?	If signs of shock present, lay patient down and raise legs (if this does not compromise breathing).
2. Difficulty swallowing, swollen tongue ?	If difficulty breathing, place in position of comfort.
3. Confused or sleepy ?	If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.
4. History of allergic reaction ?	
5. Suspected cause of symptoms ?	If nausea or vomiting present, refer to Vomiting/ Nausea card.

DISPATCH PRIORITIES

- AL 3 -Difficulty breathing
 -Swollen tongue
 -Signs of shock
 -Previous history of severe reaction
- AL 9/0 -Bites and stings with local reaction (excessive swelling at site)
 -Rash and/or itching only

3 ALLERGIES / HIVES / MED REACTIONS

8/92

ADDITIONAL INFORMATION

Allergy signs/symptoms:

- Rash
- Itching
- Difficulty breathing
- Anaphylactic shock
- Abdominal pain
- History of allergic reactions in the past

Probable causes of allergic reaction:

- Medications - Penicillin most common
- Radiology dyes
- Bee, wasp, yellow jacket or hornet stings
- Seafood (mainly shellfish)
- Nuts

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Location of bite ? 2. Difficulty breathing ? 3. Uncontrolled bleeding ? 4. Confused or sleepy ? 5. Type of animal ? Where is it ? 	<p>If signs of shock present, lay patient down and raise legs (if this does not compromise breathing).</p> <p>If difficulty breathing, place in position of comfort.*</p> <p>If bleeding, apply and maintain direct pressure to wound site.**</p> <p>Try to keep the animal in sight or watch where it goes, WITHOUT ENDANGERING YOURSELF.</p> <ul style="list-style-type: none"> * If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions. ** If necessary, refer to Bleeding card.

DISPATCH PRIORITIES

- AN 1 -Bitten on face / neck / chest
- AN 3 -Difficulty breathing
-Uncontrolled bleeding
-Signs of shock
- AN 9/0 -All others

Always notify Animal Control and, if animal still on scene, send Police.

4 ANIMAL BITES

8/92

ADDITIONAL INFORMATION

Use your judgement, upgrade if necessary (consider what happened and current circumstances).

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Weapon or assailant still there ? 2. Type and location of wound ? 3. Difficulty or pain in breathing ? 4. Bleeding ? 5. Confused or sleepy ? 6. Abnormal behavior / loss of consciousness ? 	<p>If signs of shock present, lay patient down and raise legs (if this does not compromise breathing).</p> <p>If difficulty breathing, place in position of comfort.*</p> <p>If bleeding, apply and maintain direct pressure to wound site.**</p> <p>* If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p> <p>** If necessary, refer to Bleeding card.</p>

DISPATCH PRIORITIES

If appropriate, advise medical responders to stand by until Police advise regarding scene safety.

- AS 1 -Penetrating wound, GSW, stab wound
- AS 3 -Location of wound unknown
 -Difficulty breathing
 -Excessive bleeding
 -Signs of shock
 -Blunt trauma to head or trunk with abnormal behavior or loss of consciousness
- AS 9/0 -Minor lacerations or bruises / all others

5 ASSAULT / RAPE / GSW / STABBING

8/92

ADDITIONAL INFORMATION

If medical units are staging, have Police advise when scene is safe for medical entry.

Central penetrating wounds (head, neck, chest, back, abdomen) are more serious than extremity wounds

Crime scenes:

Leave evidence undisturbed if possible (weapons, tracks, etc.)

Rape:

Suggest that victim should not wash clothes/self before evaluation and investigation.

5 ASSAULT / RAPE / GSW / STABBING

8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
1.	Are there any other symptoms ?	<p>If traumatic cause, don't move him!! If you must, try to keep his head and neck from turning or pulling, to prevent further injury.</p> <p>If signs of shock, lay down flat and raise legs (do not raise legs if pain was caused by traumatic injury).</p> <p>If vomiting, refer to Vomiting/Nausea card.</p>
2.	Recent fall or trauma ?*	
3.	Chest pain ?*	
4.	Confused or sleepy ?	
5.	History of similar back pain ?	
DISPATCH PRIORITIES		
<p>*Recent Fall, Trauma or Chest Pain — also refer to appropriate card</p> <p>BK 3 -Signs of shock -Non-traumatic back pain in patients over 40</p> <p>BK 0 -All others</p>		
6	BACK PAIN	

8/92

ADDITIONAL INFORMATION	
<p>Non-traumatic causes:</p> <ul style="list-style-type: none"> -Muscle spasm -Aneurysm -Kidney Stones -Kidney Infection -Vertebral disc disease -Pancreatitis -Myocardial Infarction <p>Traumatic causes:</p> <ul style="list-style-type: none"> -Fracture of ribs or spine -Strained back -Ruptured disc 	
6	BACK PAIN

8/9

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Is patient violent? Suicidal? Any weapons ? 2. Medications/Possible OD/Alcohol ? 3. Head injury or trauma in past 24 hours ? 4. Headache ? (see Headache card) 5. History of diabetes, seizures, drug abuse or overdose ? 6. Past psychiatric history ? 	<p>Did you see any Medic-alert tags? (neck, wrist, ankle)</p> <p>If first-hand (victim on phone): keep on line if possible</p> <p>If second-hand info, tell caller to:</p> <ul style="list-style-type: none"> -Observe continuously. -Protect victim from self (if possible to do so safely). <p>BEWARE OF ATTACK!</p>

DISPATCH PRIORITIES

ALWAYS SEND POLICE ON BEHAVIOR PROBLEMS*

- BE 3**
- Abnormal behavior and head injury within past 24 hours
 - History of diabetes, seizures, drug abuse or overdose (if suspected/confirmed overdose or DTs, refer to Overdose card)
 - Patients over 40 with no known psychiatric history

Police to advise if:

- Violent with no obvious medical problems
- Threatening suicide (notify FAD if specialized rescue might be needed – bridge, jumper, water (also consider River Patrol)).

7 BEHAVIOR PROBLEMS

8/92

ADDITIONAL INFORMATION

Possible causes:

- Suicide attempts / threats
- Drug abuse / withdrawal
- Alcohol abuse / withdrawal or DT's
- Emotional and/or hysterical reactions
- Psychiatric problems
- Shock (acute or delayed)
- Liver or kidney failure

NOTE: Serious medical problems such as insulin shock, severe hypovolemia, hypoxia, delirium tremens (DT's), overdose, etc. often cause behavioral problems.

NOTE: Behavior problems in persons over 40 without prior psychiatric history must be assumed to be medical in nature.

7

BEHAVIOR PROBLEMS

8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
1. How injured ? 2. Area bleeding ? / Still bleeding ? 3. Spurting or flowing (oozing) ? 4. Confused or sleepy ? 5. Dizzy or feeling faint ?		<p>If from forceful trauma, don't move him!! If you must, try to keep his head and neck from turning or pulling, to prevent further injury</p> <p>From extremities: apply and maintain direct pressure to wound site, elevate limb above heart level (unless bones appear broken). If direct pressure fails, use pressure point. *</p> <p>From head/trunk: usually can be controlled with gentle direct pressure</p> <p>SIGNS OF SHOCK: lay victim down, raise legs.</p> <p>Nosebleed: Pinch nostrils, have patient lean forward (to prevent swallowing/aspirating blood)</p>
DISPATCH PRIORITIES		
BL	3	-Critical (see ADDITIONAL INFORMATION section) -Possibly critical (see ADDITIONAL INFORMATION section) -Large laceration or significant bleeding
BL	9/0	-Not critical
8	BLEEDING	
		8/92

ADDITIONAL INFORMATION		
Types of bleeding:	Arterial vs. Venous Internal vs. External	Control: First, direct pressure/elevation Second, pressure points *
<p>In most cases, external bleeding is not as serious as it may seem. Bleeding is often over-treated instead of locating and treating more serious but less obvious injuries including simple airway problems.</p> <p>AMPUTATION: Control bleeding (direct pressure, elevation/pressure points). Locate part, wrap in clean dry cloth or plastic, keep cool. Do not place part directly on ice/in water.</p>		
<u>CRITICAL</u>	<u>POSSIBLY CRITICAL</u>	<u>NON-CRITICAL</u>
Neck	Face	Nose
Groin	Abdomen	Mouth
Chest	Back	Hands
Rectal	Arms	Fingers
Vomiting/coughing up	Legs	Buttocks
Uncontrolled	Scalp	Feet
Spurting (At any location)	Urinary	Toes
Sign of shock	Vaginal **	Tongue
* Arms - Brachial Artery : Inside upper arm, just below armpit. Legs - Femoral Artery: Halfway between groin and hip, on crease of leg.		PRESSURE POINTS:
** During Pregnancy, refer to Pregnancy card.		
8	BLEEDING	
		8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Choking — can victim speak ? 2. Pale or blue skin color ? 3. Chest Pain ? (Refer to Chest Pain card) 	<p>If alert and breathing, keep in most comfortable position.</p> <p>If choking <u>or</u> airway obstruction <u>or</u> blue skin color <u>or</u> unable to speak: refer to appropriate sequence card for airway, breathing or CPR instructions.</p>

DISPATCH PRIORITIES

- BR 1 -Choking or airway obstruction
-Inability to speak
-Blue skin color
- BR 3 -Difficulty breathing
-Known foreign body ingestion with normal breathing and difficulty swallowing
- BR 0 -All others

9 BREATHING DIFFICULTIES / CHOKING

8/92

ADDITIONAL INFORMATION

Causes of breathing difficulties:

- Foreign object obstructing airway
- Asthma
- Pulmonary Embolus (blood clot in the lungs)
- Congestive Heart Failure (CHF)
- Acute Pulmonary Edema (fluid in the lungs)
- Severe allergic reactions
- Emphysema (chronic lung disease)

Breathing problems can be secondary to:

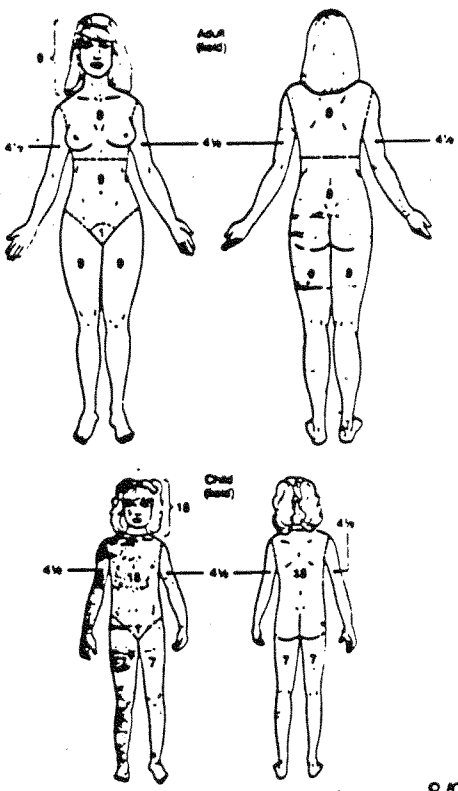
- Stroke (CVA)
- Diabetic problems
- Seizures (febrile or epileptic)
- Cardiac Arrest
- Overdose
- Trauma

9

BREATHING DIFFICULTIES / CHOKING

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Is anything still burning ? 2. Cause of burn ? Chemical: conference with FAD Electrical: refer to Electrocutation card 3. Extent of burn ? 4. Confused or sleepy ? 5. Difficulty breathing ? 	<p>Make sure fire is out!! Remove burning or smoldering clothing unless it is stuck to his skin. Remove victim from smoky area (IF SAFE). Signs of shock : lay flat and raise legs (unless this compromises breathing). Burns less than 20% in adults, 5% in children, cool with cool water. Do not break burn blisters. Liquid chemical burns: flush immediately with water until 1st Responder arrives. Brush off dry chemicals. If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>
DISPATCH PRIORITIES	
<p>BU 3 -Electrical or chemical burn -Greater than 20% burns for adults, 5% for children -Difficulty breathing -Signs of shock -Facial Burns -Second or third degree burns to hands/feet/joints (especially infants or children)</p> <p>BU 4 -ALS Ambulance C-1 standby, per Fire Service request</p> <p>BU 9/0 -All others</p> <p>NOTE: IF FIRE INVOLVED, NOTIFY FAD - EVEN IF FIRE APPEARS OUT</p>	<p>USE YOUR JUDGEMENT IF IN DOUBT, UPGRADE!</p>
10 BURNS	8/92

ADDITIONAL INFORMATION	
<p>Types:</p> <ul style="list-style-type: none"> -First Degree (Sunburn) -Second Degree ("partial thickness" = blistering of skin) -Third Degree ("full thickness" = damage to all skin layers) <p>Approximating extent:</p> <ul style="list-style-type: none"> -“Rule of Nines” (Diagram), large areas -Surface of victim’s palm approx. 1% <p>Special problems:</p> <ul style="list-style-type: none"> -Burns of face, hands: loss of function, airway problems -Smoke inhalation: airway problems -Electrical Burns: electrical danger, associated fractures -Chemical Burns: contamination/hazmat -Radiation Burns: contamination/hazmat <p>MAKE SURE FIRE IS OUT !!</p>	 <p>FIGURE 16-10 Rule of nines</p>
10 BURNS	8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Is anything still burning ? 2. Cause of burn ? Chemical: conference with FAD Electrical: refer to Electrocutation card 3. Extent of burn ? 4. Confused or sleepy ? 5. Difficulty breathing ? 	<p>Make sure fire is out!!</p> <p>Remove burning or smoldering clothing unless it is stuck to his skin.</p> <p>Remove victim from smoky area (IF SAFE).</p> <p>Signs of shock : lay flat and raise legs (unless this compromises breathing).</p> <p>Burns less than 20% in adults, 5% in children, cool with cool water.</p> <p>Do not break burn blisters.</p> <p>Liquid chemical burns: flush immediately with water until 1st Responder arrives.</p> <p>Brush off dry chemicals.</p> <p>If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>
DISPATCH PRIORITIES	
<p>BU 3 -Electrical or chemical burn -Greater than 20% burns for adults, 5% for children -Difficulty breathing -Signs of shock -Facial Burns -Second or third degree burns to hands/feet/joints (especially infants or children)</p> <p>BU 4 -ALS Ambulance C-1 standby, per Fire Service request</p> <p>BU 9/0 -All others</p>	<p>USE YOUR JUDGEMENT IF IN DOUBT, UPGRADE!</p>
NOTE: IF FIRE INVOLVED, NOTIFY FAD - EVEN IF FIRE APPEARS OUT	
10 BURNS	

8/92

ADDITIONAL INFORMATION	
<p>Types:</p> <ul style="list-style-type: none"> -First Degree (Sunburn) -Second Degree ("partial thickness" = blistering of skin) -Third Degree ("full thickness" = damage to all skin layers) <p>Approximating extent:</p> <ul style="list-style-type: none"> -“Rule of Nines” (Diagram), large areas -Surface of victim's palm approx. 1% <p>Special problems:</p> <ul style="list-style-type: none"> -Burns of face, hands: loss of function, airway problems -Smoke inhalation: airway problems -Electrical Burns: electrical danger, associated fractures -Chemical Burns: contamination/hazmat -Radiation Burns: contamination/hazmat 	
<p>MAKE SURE FIRE IS OUT !!</p>	
10 BURNS	

FIGURE 18-18 Rule of nines.

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Alert ? (Able to talk normally ?)	Did you see any Medic-alert tags (neck, wrist, ankle)?
2. Taking Insulin ? (Was it taken today ?)	If patient can sit up and hold a glass <u>alone</u> , suggest a glass of juice, sugar water, etc.
3. Violent ?	If unconscious or not arousable, refer to appropriate sequence card for airway, breathing or CPR instructions.

DISPATCH PRIORITIES

DI 3 -Unconscious or confused
-Violent (send Police also)

DI 9/0 -All others

12 DIABETIC PROBLEMS

8/92

ADDITIONAL INFORMATION

NOTE: Level of consciousness is the key to determine appropriate pre-hospital response.

NOTE: Potential area for error is to confuse alcohol intoxication or DUII with hypoglycemia.

INSULIN SHOCK / HYPOGLYCEMIA (rapid onset)

Too much insulin has depleted the body's available blood sugar. Since the brain's only usable fuel is sugar, it is the first organ at risk. This is a serious medical problem if the patient is not alert. May be confused with alcohol intoxication. In insulin dependent diabetics hypoglycemia (low blood sugar) commonly occurs in late afternoon (1600 - 1700 ; peak effect if insulin taken at 0800) or midnight (if 1600 dose of insulin taken), especially if patient has not had adequate food intake.

DIABETIC COMA (gradual onset)

Unconsciousness or decreased level of consciousness secondary to the body's inability to use available blood sugar for fuel when sufficient insulin is not given. Without accurate history this problem may be difficult to tell from insulin shock. (COMA is a state of unconsciousness from which the patient cannot be aroused).

DIABETIC KETOACIDOSIS

Pre-coma state resulting from insufficient insulin. Unable to use sugar, the body burns its own tissue (fat, muscle, etc.) The ketoacids produced (ketones) are "poisonous" to the patient, making them increasingly ill. This is not a pre-hospital emergency.

12

DIABETIC PROBLEMS

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Is victim still in water ? 2. Time under water ? 3. Did victim dive into water ? (If traumatic injury, refer to Traumatic Injury card for pre-arrivals) 	<p>If diving or other traumatic injuries are suspected, instruct caller to avoid moving victim: try to keep his head and neck from turning or pulling, to prevent further injury.</p> <p>If water was very cold or victim feels very cold, suspect hypothermia. Refer to Heat/Cold card.</p> <p>If necessary, refer to appropriate sequence card(s) for airway, breathing or CPR instructions</p>

DISPATCH PRIORITIES

- DR 1 -Unconscious with any of the following:
 Not breathing
 Unknown if breathing
 Breathing abnormally or possibly agonal breathing
- DR 3 -Still in water, precise location not verified
 -Now conscious
 -Unconscious, breathing normally
- • Notify appropriate law enforcement agency for possible search & rescue • •
 -Notify MCSO River Patrol for river incidents

13 DROWNING

R 8/92

ADDITIONAL INFORMATION

Victims of cold water drowning can remain under water for long periods of time before death or brain damage occurs. Cold water reduces the body's chemical need for oxygen and slows the heart rate and metabolism. Immediate CPR may be necessary when the victim is removed from the water.

Near-drowning in cold water is a type of hypothermia. In hypothermia, complete recovery may occur although the victim has been under water for one hour or longer. (A hypothermic victim should not be considered dead until he/she is rewarmed and is still lifeless).

NOTE: BE SURE TO CONSIDER TRAUMA AS POSSIBLE CAUSE/RESULT OF DROWNING.

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Source of electrical shock ? 2. Is victim still in contact with electrical source ? 3. Fell ? From how high ? 4. Is there a burn ? (Refer to Burn card for pre-arrival instructions) 	<p>BEWARE OF ELECTRICAL HAZARDS Do not move victim unless absolutely necessary. If you must, try to keep his head and neck from turning or pulling, to prevent further injury. Do not touch victim if still in contact with electrical source. Turn off electrical source if possible (fuse box, circuit breakers, etc.) - DON'T TOUCH ANY WIRES. If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>
DISPATCH PRIORITIES	
<p>EL 1 -Unconscious -Status unknown</p> <p>EL 3 -Conscious</p>	
14 ELECTROCUTION 8/92	

ADDITIONAL INFORMATION	
<p>Suspect Cardiac Arrest until consciousness and breathing verified.</p> <p>Associated falls — Electrocutions occurring above the ground may result in significant falls resulting in injuries more serious than those from the electrical current itself.</p> <p>Electrical burns are often deceiving in appearance as regards to severity. Internal damage from passage of current through body can be substantial with few external signs of injury.</p> <p>Often entry <u>and</u> exit wound sites.</p>	
14 ELECTROCUTION 8/9	

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Type of problem ?	Lay patient down
2. Foreign body or impaled object ?	If chemical: flush eye <u>gently</u> with water until help arrives (do not flush towards uninjured eye)
3. Any other injuries or complaints ? (also refer to appropriate card)	If trauma, do not irrigate eye Abrasions: do not rub eye Impaled object: do not touch or remove If eyeball cut or leaking do not touch, bandage or irrigate

DISPATCH PRIORITIES

- EY 3 -Chemical exposure
 -Impaled object, lacerations, avulsions, punctures, orbital fractures
 -Violent mechanism of injury with potential for other head/neck injury
- EY 9/0 -All others

15 EYE PROBLEMS

8/92

ADDITIONAL INFORMATION

Contusions:

- Orbital fractures
- Hyphema (blood in anterior chamber of eyeball)
- Retinal detachment.
- Penetrating wounds of globe.

Burns:

- Chemical : bases (lyes) are worse than acids
- Arc welding
- Flash

Contact lens problems

- A lens can hold a chemical in the eye even with irrigation.

15 EYE PROBLEMS

8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Cause of fall ? 2. Distance fallen ? 3. Confused or sleepy ? 4. Dizzy or feeling faint ? 5. Any obvious injuries ? (also refer to Trauma card) 6. Still down ? 		<p>DON'T MOVE VICTIM! If you must, try to keep his head and neck from turning or pulling, to prevent further injury.</p> <p>Do not place pillow, etc. under victim's head.</p> <p>Don't treat unless serious bleeding present (refer to Bleeding card).</p>
DISPATCH PRIORITIES		
FA	1	<ul style="list-style-type: none"> -Long fall ≥ 20 feet -Requires rope rescue -Signs of shock -Status unknown -Still down
FA	3	<ul style="list-style-type: none"> -Fall < 20 feet -Signs of shock -Status unknown -Still down
FA	9	-“Invalid Assist” (Conference with FAD)
FA	0	-All others
16	FALLS	R 8/92

ADDITIONAL INFORMATION		
<p>“FALLS” IS NOT A SPECIFIC DIAGNOSIS. IT COVERS MANY VARIED SITUATIONS. INQUIRE FOR SPECIFIC FACTS.</p> <p>Elderly patients frequently sustain hip fractures when they fall.</p> <p>A “ground level” fall (when someone is standing or sitting and just falls to the ground) may have been caused by a medical condition. Consider unconscious/fainting, seizure, stroke, etc. and go to appropriate card for additional questions.</p> <p>Consider the potential for difficult extrication - industrial sites with catwalks, staircases, basements, construction sites. Advise FAD of need for additional resources.</p>		
16	FALLS	R 8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Type of injuries ? 2. Number of victims ? (consider MCI) 3. Is extrication necessary ? 4. Name of product ? (Spelling ?) 5. Are there product markings or labels ? 6. What is the source and quantity of product released ?	Do not touch victim or enter area unless the product is identified and appropriate protective clothing is worn. IF NO DANGER TO RESCUER , remove victim(s) from toxic environment and keep victim(s) isolated. Establish specific location for someone to meet and guide responding units to incident site. Advise caller that there may be more than one unit arriving.

DISPATCH PRIORITIES

If source is a toxic or unknown substance, do not dispatch anyone yet - CONFERENCE WITH FAD AND DISPATCH PER THEIR INSTRUCTIONS.

INFORM ALL RESPONDING PERSONNEL OF POTENTIAL DANGER, AND PROVIDE SPECIAL INSTRUCTIONS WHEN AVAILABLE - If field personnel request air ambulance, relay all HazMat info to aeromedical crew/dispatch.

HM 1 -One or more victims
HM 9 -All others

ADVISE ALL RESPONDERS TO STAGE UNTIL
CLEARED FOR ENTRY BY HAZMAT UNIT(S)

17 HAZARDOUS MATERIALS INCIDENT

8/92

ADDITIONAL INFORMATION

Toxic gasses may be colorless, odorless, and tasteless (example: Carbon Monoxide). Signs/symptoms can range from headache to unconsciousness: victim can present in any state of intoxication or altered mental status.

Very small quantities of toxic substances can be fatal.

Contamination is often not visible.

Anyone who handles a contaminated victim must also be decontaminated.

NOTE: Personnel on scene should:

Remove as much of contaminating substance as possible from victim before transporting.
If possible, wrap contaminated victim prior to transport - to reduce contamination spread.
Notify MRH/Poison Control of nature of product as soon as possible.
Notify receiving facility of situation and wait for their directions before transferring patient.

NOTE: HazMat team response or any appropriate increase in response level should be determined by FAD.

17 HAZARDOUS MATERIALS INCIDENT

8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Recent trauma to head ? (refer to Trauma card) 2. Any periods of unconsciousness, confusion or behavioral changes ? 3. Sudden onset ? 4. Speech or motor problems ? 5. Changes in vision ? 6. Is this the worst headache you've ever had ? 		<p>Make patient comfortable. Reassure and keep her as calm as possible.</p>
DISPATCH PRIORITIES		
HE	3	<ul style="list-style-type: none"> -Periods of unconsciousness, confusion or behavioral changes -Sudden onset -Severe speech or motor problems -Changes in vision -Worst headache
HE	0	-All others
18 HEADACHE		8/92

ADDITIONAL INFORMATION	
<p>TYPES:</p> <ul style="list-style-type: none"> -Tension -Sinus -Migraine -Cluster -Meningitis -Subdural Hematoma -Subarachnoid Hemorrhage <p>Since the brain is the organ of concern in victims with headache, changes in alertness, behavior, or speech and motor function (paralysis, weakness) all indicate a more serious underlying problem.</p> <p>Sudden, severe onset may also suggest a more serious underlying cause.</p>	
18 HEADACHE	
8/92	

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
HEAT	<ol style="list-style-type: none"> 1. High temperature of victim ? 2. Skin dry, face red/flushed ? 3. Confused, acting strangely, staggering ? 4. Skin cold, clammy, sweaty ? 5. Muscle Cramps ? 	HEAT Take victim out of sunlight/hot environment. Use cool cloths/wet sheets to reduce temperature. Lie victim flat and elevate feet. If vomiting or nauseous, refer to V/N card for instructions.
COLD	<ol style="list-style-type: none"> 1. Unresponsive ? 2. Frozen extremities ? 3. Confused or acting strangely ? 4. Length of time in cold ? 	COLD Give nothing by mouth Avoid excessive movement Wrap with blankets Frostbite; minimal treatment -protect injured area - DO NOT RUB or immerse in hot water.

DISPATCH PRIORITIES

HEAT

- HC 1 -High body temperature, skin dry or face red/flushed
 -Confused, acting strangely or staggering
- HC 3 -Skin cold, clammy, sweaty
 -Muscle cramps
- HC 0 -All others

COLD

- HC 1 -Unresponsive
 -Frozen extremities
- HC 3 -Confused or acting strangely
- HC 0 -All others

19 HEAT / COLD

8/92

ADDITIONAL INFORMATION

HEAT: If temperature has been taken, a "high" reading is greater than 102° F (38.8°C).

	<u>Heat Exhaustion</u>	<u>Heat Stroke</u>
Mental State-----	May be disoriented-----	Confused or coma
Temperature-----	Normal or low-----	Very high
Skin-----	Cool, pale, moist-----	Hot, red, dry
Pulse-----	Rapid, weak-----	Rapid, strong, full
Treatment-----	Cooling-----	Rapid cooling

HEAT STROKE IS A PROFOUND EMERGENCY !!

COLD: Consider hypothermia in the elderly, the alcoholic and the patient found outdoors, particularly during the cold/freezing seasons. It is possible to become hypothermic in temperatures above freezing, indoors as well as outdoors. Wet and/or windy environments increase risk.

Severe Hypothermia : Skin ice cold, rigid muscles, little or no heart sounds. May appear dead. Handle very gently.

"Nobody is dead until they are warm and dead"

19 HEAT / COLD

8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
1. Specific traumatic injuries ?* Bleeding ?* 2. Trapped / caught in machinery ? 3. Fallen ?* 4. How many injured ? 5. Specific location of victim(s) ? *If necessary, refer to appropriate card.		TURN OFF MACHINERY !! Don't move victim unless location increases danger. If you must move him, try to keep his head and neck from turning or pulling, to prevent further injury. Assign specific location for someone to meet and guide responding units — advise caller that there may be more than one unit arriving.
DISPATCH PRIORITIES		
TR	1	-If extrication is needed -If more than one victim
TR	3	-If unknown type of injuries or unknown if extrication is needed -Any industrial/machinery accident for which specific information cannot be obtained.
20	INDUSTRIAL / MACHINERY ACCIDENT	
		8/92

ADDITIONAL INFORMATION		
<p>Generally will be a third party caller.</p> <p>It is very important to determine if extrication from machinery is needed.</p> <p>It is often difficult to locate the victim in plants, warehouses, hold of ships, construction sites, etc. — GET CLEAR DIRECTIONS</p>		
20	INDUSTRIAL / MACHINERY ACCIDENT	
		8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Difficulty breathing ? 2. Confused or disoriented ? 3. Source of toxic substance ? 4. How many victims ? <p>NOTE: "Sniffing" glue, etc. is an Overdose problem - see Overdose card.</p>	<p>DO NOT TOUCH VICTIM OR ENTER AREA UNTIL PRODUCT IS IDENTIFIED OR UNTIL PROPER PROTECTIVE CLOTHING WORN.</p> <p>IF NO DANGER TO RESCUER, REMOVE VICTIM FROM TOXIC ENVIRONMENT AND KEEP VICTIM ISOLATED</p> <p>If necessary, refer to appropriate sequence card for airway breathing or CPR instructions.</p> <p>Assign specific location for someone to meet and guide responding units.</p> <p>Advise caller that there may be more than one unit arriving.</p>

DISPATCH PRIORITIES

- IF SOURCE IS A TOXIC OR UNKNOWN SUBSTANCE, REFER TO HAZMAT CARD ••
- NOTIFY ALL RESPONDING PERSONNEL OF POTENTIAL DANGER AND PROVIDE SPECIAL INSTRUCTIONS WHEN AVAILABLE ••

IN 1 -If patient has not been removed from toxic environment
 -Unconscious or condition unknown.
 -Difficulty breathing or confused

IN 9/0 -All others

MULTIPLE VICTIMS : Consider activation of MCI plan.

21 INHALATION POISONING

8/92

ADDITIONAL INFORMATION

Toxic gasses may be colorless, odorless and tasteless (e.g., Carbon Monoxide). Symptoms can range from headache to unconsciousness and victim can present in any state of intoxication.

Very small quantities of toxic substances can be fatal.

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. What is the reason that you think he has a medical emergency ? 2. Did you see him fall ? 3. Did you see him get injured or assaulted ? 4. Is he bleeding ? 5. Is he moving ? <p>**Get a physical description of the patient** MAKE EVERY ATTEMPT TO DETERMINE SPECIFIC FACTS AND REFER TO THE APPROPRIATE CARD</p>	<p>Did you see any medic-alert tags (neck, wrist, ankle)?</p> <p>Look for and direct responders to the victim.</p> <p>Inform caller that there may be a delay in response.</p> <p>If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>

DISPATCH PRIORITIES

MN 9 -Unknown problem

Send CHIERS (W26) if patient located within their Central City District

Send Police if patient outside W26 area or W26 is unavailable.

If specific information is discovered after the call is dispatched, inform all responders and send additional units as needed. Add new information to the incident immediately.

22 MAN / PERSON DOWN

8/92

ADDITIONAL INFORMATION

"MAN DOWN" IS NOT A SPECIFIC DIAGNOSIS. IT COVERS MANY VARIED SITUATIONS. INQUIRE FOR SPECIFIC FACTS.

Only one card in the Triage Guidelines asks if the caller/victim has ingested alcohol — the Overdoses/ Poisoning/Ingestion card. Information regarding a subject's state of intoxication may be offered by the caller, but this info should not be used in determining response.

The intoxicated person may also have a legitimate medical emergency — calltakers should be wary of assuming that a reportedly intoxicated person is "just a drunk". Diabetes, head injuries, and other serious medical emergencies can "mimic" inebriation.

22 MAN / PERSON DOWN

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Confused or drowsy ? 2. What and how much ingested ? How long ago ? Alcohol also ingested ? 3. DT's or withdrawal ? 	<p>Gather medications / pill bottles, etc.</p> <p>If appropriate, or if caller is the patient, stay on line with caller until help arrives.</p> <p>If necessary, refer to appropriate cards for vomiting, airway, breathing or CPR instructions.</p>

DISPATCH PRIORITIES

OD 1 -Unconscious

OD 3 -Confused or drowsy
-Alcohol taken with drugs
-Suspected or confirmed DT's or withdrawal
-Condition unknown

All other ingestions / overdoses : Conference with Poison Control Center and await their instructions.

ALL overdoses : refer to Police.

23 OVERDOSES / POISONING / INGESTION

8/92

ADDITIONAL INFORMATION

IF THE CALLER IS THE PATIENT, KEEP HIM/HER ON THE LINE UNTIL HELP ARRIVES !

Overdose: Intentional act by victim.

Ingestion: Denotes accidental intake

Most ingestions by children can be handled by the Oregon Poison Control Center (OPCC).

All calls referred to the Oregon Poison Control Center will be evaluated by them and necessary units dispatched per recommendation. If appropriate, stay on line with OPCC until OPCC determines no need for emergency response.

Because overdose victims have a motive for their action (suicide, attention getting, a "cry for help", etc) they often are misleading about the amount or type of medication taken. They may also exhibit violent and/or unpredictable behavior. Make sure that all responders are aware of unusual circumstances!!

DT's (Delirium Tremens) is associated with alcohol withdrawal and can cause tremors, convulsions, and hallucinations. Delirium Tremens has a mortality rate of up to 20%.

Patients who are addicted to drugs may experience a severe reaction when the drug is withdrawn. These reactions are characterized by anxiety, nausea, vomiting, convulsions, delirium, profuse sweating, rapid heart rate, hallucinations, and severe abdominal cramps.

23

OVERDOSES / POISONING / INGESTION

8/

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Bleeding ? How much ? 2. Months pregnant ? First pregnancy ? 3. Type of pain ? (bearing down, contraction) 4. Frequency of pain ? * 5. Mother pushing or baby's head crowning ? * 6. If delivered, is baby conscious & breathing ? 7. Seizures ? (Refer to seizure card)	IMMINENT BIRTH: See Childbirth Sequence Card Do not pack anything into the vagina to control bleeding. Use pads/towels to absorb. Do not attempt to stop delivery ! If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.
DISPATCH PRIORITIES	

- OB 1 -Excessive bleeding during 3rd trimester, before or after delivery.
-Delivery has just occurred, is occurring now, or is imminent *
-Abnormal presenting body part.
-New onset seizure activity (if seizing now, refer to seizure card pre-arrivals)
- OB 3 -Excessive bleeding during 1st or 2nd trimester.
- OB 0 -All others

24 PREGNANCY / CHILDBIRTH / MISCARRIAGE

R 8/9

ADDITIONAL INFORMATION
<ul style="list-style-type: none"> • IMMINENT: Pains less than 2 minutes apart in first pregnancy, less than 5 minutes apart in second or more pregnancy, rapid progression of labor, head crowning or mother pushing. <p>In general, initial pregnancies progress through labor slower than successive pregnancies. Therefore, labor pains two minutes apart in a third pregnancy are considered more urgent than in a first pregnancy.</p> <p>Stages of pregnancy: 1st trimester - 0 - 3 months 2nd trimester - 4 - 6 months 3rd trimester - 7 - 9 months (to delivery)</p> <p>NOTE: Presentation of the cord, hands or feet first as baby delivers is a dire pre-hospital emergency. Often the only chance for the baby's survival is rapid transport for in-hospital care.</p> <p>Contraction = Labor pains from contractions of the uterus.</p> <p>Bearing down = May mean the mother is physically attempting to push the baby through the birth canal or that the mother feels that she has to move her bowels. This is caused by baby's head pressing on the mother's rectum. (birth is imminent!)</p> <p>Crowning: Top of baby's head showing at vagina (birth is imminent!)</p> <p>Bleeding and/or pain during the first or second trimester may be a sign of miscarriage/ectopic pregnancy or other problems.</p> <p>Some bleeding always occurs at delivery. More than 5 blood-soaked pads is considered excessive bleeding (before or after delivery).</p> <p>REMEMBER: After delivery there are two patients!!</p> <p>If the mother tells you that "The baby is coming!" — it usually is.</p>
24 PREGNANCY / CHILDBIRTH / MISCARRIAGE

R 8/9

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. Has the seizure stopped ? 2. More than 1 seizure in a row ? * 3. Pregnant ? (Refer to Pregnancy card) 4. High fever ? 5. Any associated trauma ? (Refer to Trauma card)	No CPR on seizing patient. Do not restrain patient or force objects into his / her mouth. Move dangerous objects away from patient. Turn gently on side after seizure stops. Don't let patient wander about. Refer to vomiting card instructions if vomiting occurs. Instruct caller to call back if patient has another seizure.

DISPATCH PRIORITIES

- SZ 3 -Still seizing
-One or more seizures
-Febrile seizure, child 5 years or younger (even if not seizing now)
- SZ 9 -Not seizing now
-If caller is patient and says he/she thinks a seizure is imminent.
- SZ 0 -All others

25 SEIZURES / CONVULSIONS

R 8/92

ADDITIONAL INFORMATION

*Seizures during the third trimester of pregnancy (eclampsia) may indicate a serious complication of pregnancy which may be life threatening to the woman and child.

Also known as "fits" or epilepsy.

A seizure is an abnormal firing of brain cells, a "short circuit" resulting in random patterns of emotion or motion.

Types: Grand mal, Petit mal ("absence"), Psychomotor, Jacksonian, Focal.

Causes: Epilepsy, trauma, meningitis, cardiac arrest (specifically from hypoxia —lack of Oxygen to the brain), fever, DT's, many others.

Associated problems: Airway (patient position, secretions, vomitus), cyanosis, oral trauma (bitten tongue or cheek), fractures (from "thrashing about"), inappropriate CPR and mouth-to-mouth, post-ictal state (patient is "spaced out"), recurrent or continuous seizures (Status Epilepticus — very serious).

25 SEIZURES / CONVULSIONS

R 8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
1. What is different today ? 2. Confused or hard to arouse ? 3. Dizzy or feeling faint ? 4. Does something hurt ? 5. Duration of illness ? 6. Suspected cause ? History ? Dialysis or Transplant patient ? 7. Fever ?		Make patient as comfortable as possible. Monitor breathing.
DISPATCH PRIORITIES		
SK	3	-Confused or hard to arouse -Dizzy or feeling faint. -Other signs of shock -Dialysis patient -Transplant patient
SK	0	-Unknown status -Fever only, no emergency signs or symptoms.
NOTE: If vomiting the only sign or symptom, see VOMITING card.		
26	SICK PERSON / CHRONIC ILLNESS	
		8/92

ADDITIONAL INFORMATION		
<p>Complaints such as Cancer, Leukemia, chronic illness, dehydration, infection, meningitis, etc. elicit an emotional response from dispatchers because the terms seem serious. Stick to obtaining signs and symptoms that can be prioritized.</p>		
26	SICK PERSON / CHRONIC ILLNESS	
		8/92

KEY QUESTIONS		PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Confused or hard to arouse ? 2. Difficulty breathing ? 3. Headache ? 4. Victim able to move both sides of body ? (weakness/paralysis on one side ?) 5. Slurred or difficult speech ? 6. Facial droop or drooling ? 7. History of previous stroke ? 		<p>REASSURE VICTIM</p> <p>Lay patient down.</p> <p>No pillows behind head (can cause airway problem)</p> <p>If difficulty breathing, position of comfort (may be lying down or semi-reclining)</p> <p>Check airway. If vomiting or drooling, turn head to side. If necessary, refer to appropriate card for airway, breathing or CPR instructions.</p>
DISPATCH PRIORITIES		
ST	3	<ul style="list-style-type: none"> -Confused or hard to arouse -Any difficulty breathing -Headache -Weakness or paralysis of one side -Slurred or difficult speech -Facial droop or drooling?
ST	0	-All others
27	STROKE	

8/92

8/92

ADDITIONAL INFORMATION	
<p>The airway may become obstructed by the patient's tongue (due to loss of gag reflex from nerve damage).</p> <p>Definition: Disruption of blood flow to the brain or part of the brain due to blood clot or hemorrhage. Hemorrhage also causes increased pressure within the skull. Clots are usually spontaneous while hemorrhage is either spontaneous or traumatic.</p> <p>Paralysis or weakness of one side, altered level of consciousness and respiratory changes are all common symptoms. Other than supportive care there is no specific pre-hospital treatment.</p> <p>C.V.A = CerebroVascular Accident.</p> <p>T.I.A. = Transient Ischemic Attack ("little stroke" = stroke-like symptoms that resolve quickly)</p> <p>NOTE: Many stroke victims are unable to talk or respond, but are very aware of everything around them. Reassurance is very important. Talking about them or their condition as if they cannot hear or understand may greatly increase their feelings of helplessness, anxiety and/or panic.</p>	
27	STROKE

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. What happened ? (Refer to list in ADDITIONAL INFORMATION section) 2. Any injuries ? 3. Number of victims ? 4. Anyone trapped or pinned ? 5. Any hazards at the scene ? (fire, leaking fuel, hazmat, toxic fumes, etc.)	Don't move victims unless immediate danger — (fire, leaking fuel, hazmat, toxic fumes, etc.) If you must move him, try to keep his head and neck from turning or pulling, to prevent further injury. Don't treat unless serious bleeding (If necessary, refer to Bleeding card.)
DISPATCH PRIORITIES	
•• IF HAZARDOUS MATERIALS / CARGO VEHICLES INVOLVED, <u>CONFERENCE WITH EAD</u> ••	
TA 1 -Reported 2 or more victims (consider MCI potential) -Victim(s) pinned in, trapped, or unconscious -Hazards at scene with known victim(s) -Violent Mechanism of Injury * (REFER TO LIST IN ADDITIONAL INFORMATION SECTION)	
TA 3 -Known injuries	
28	TRAFFIC ACCIDENT

8/9

ADDITIONAL INFORMATION
<p>*VIOLENT MECHANISM OF INJURY = A type of incident which, by its very nature, significantly increases the possibility of serious injury due to the large amount of energy involved. <u>Always</u> a TA 1.</p> <p>Examples:</p> <ul style="list-style-type: none"> - Auto vs. pedestrian - Auto vs. bicycle - Any motorcycle accident - Rollover - Any high-speed accident - Passengers thrown from vehicle - Vehicle on its top, off bridge, etc. - Extensive damage to vehicle(s) <p>Always inform <u>ALL</u> responding agencies (police, fire and/or medical) if there is any possibility of hazardous materials involved and provide special instructions when available.</p> <p>In single vehicle accidents (car vs. pole, car into ditch, etc.) consider medical cause, e.g. M.I., diabetic problem, fainting, etc.</p> <p>Consider dispatching additional units/resources if multiple patient situation — Estimate 1 transporting unit for each 2 patients. (MCI?)</p> <p>If responders at scene report no traffic accident located, notify other responding agencies.</p> <p>IF IN DOUBT, UPGRADE THE RESPONSE.</p>
28
TRAFFIC ACCIDENT

8/9

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
1. What happened ? 2. Number of victims ? (Consider MCI) 3. Victim(s) trapped or pinned ? 4. Part(s) of body injured ? 5. Open fractures ? Amputation? 6. Difficulty breathing ? 7. Confused or sleepy ?	Don't move victim unless immediate danger — (fire, hazardous materials, toxic fumes, etc.) If you must move victim, try to keep his head and neck from twisting or pulling, to prevent further injury. Don't splint If bleeding, apply and maintain direct pressure to wound site. If severe bleeding or amputation, refer to Bleeding card. Industrial Accident: see Industrial Card

DISPATCH PRIORITIES

- TR 1 -CRITICAL (refer to list in ADDITIONAL INFORMATION section)
Also:
-Reported two or more victims (consider MCI)
-Victim(s) pinned in, trapped or unconscious
-Hazards at scene with known victim(s)
-Violent mechanism of injury**
- TR 3 -POSSIBLY CRITICAL or NON-CRITICAL (refer to list in ADDITIONAL INFORMATION section)
--with signs of shock, excessive bleeding, open fracture or amputation.
- TR 9/0 -POSSIBLY CRITICAL or NON-CRITICAL (refer to list in ADDITIONAL INFORMATION section)
--with NO signs of shock, excessive bleeding, open fracture or amputation.

IF IN DOUBT, UPGRADE!!

29 TRAUMATIC INJURIES, SPECIFIC

8/92

ADDITIONAL INFORMATION

Types of Injuries:

Fracture (break)

Dislocation (out-of-joint)

Contusion (bruise)

Abrasion (scrape)

Laceration (cut)

Avulsion (torn away)

CRITICAL

Head

Neck or Spine *

Chest, ribs, sternum

Abdomen

POSSIBLY CRITICAL

Back

Pelvis/Hip

Femur

Arms

Clavicle

Shoulder

Genitalia

Tibia (shin)

NON-CRITICAL

Fingers

Hands

Wrist

Elbow

Toes

Feet

Ankle

Knee

****VIOLENT MECHANISM of INJURY:** A type of incident which, by its very nature, significantly increases the possibility of serious injury due to the large amount of energy involved.

* A patient with spinal cord injuries may have one or more of the following:

1. Tingling sensation or numbness in arms or legs
2. Inability to move
3. No pain (with obviously serious injuries)

AVOID ANY UNNECESSARY MOVEMENT WITH POSSIBLE SPINAL CORD INJURIES !!

NOTE: IF multiple victims with known central wounds, use your judgement in determining additional response or notifications. Consider MCI or HazMat potential.

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Breathing ? (see Additional Info) 2. Now conscious ? 3. Cause / history of unconsciousness ? (What happened ?). 	<p>Did you see any medic-alert tags (neck, wrist, ankle)?</p> <p>* BREATHING CHECK</p> <p>** PULSE CHECK</p> <p>If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>
DISPATCH PRIORITIES	
<p>UN 1 -Unconscious, not breathing -Unconscious, not known if breathing -Unconscious, abnormal or possible agonal breathing</p> <p>UN 3 -Unconscious, breathing normally -Semi-conscious (confused, hard to arouse) and breathing (if with difficulty, refer to BREATHING card) -Now conscious and breathing (if with difficulty, refer to BREATHING card)</p>	
30	UNCONSCIOUS / FAINTING 8/92

ADDITIONAL INFORMATION

*** BREATHING CHECK:** Place your ear next to his/her mouth and nose and look toward the chest. Can you feel or hear any air movement? Is there fluid, bubbles or anything else in the mouth or nose? Do you see the chest or stomach moving? Place your hand on his/her stomach. Can you feel it rising or falling?

**** PULSE CHECK:** Child/Adult: Place your index and middle finger into the groove next to his/her Adam's Apple. **DON'T PRESS TOO HARD!** Feel for a pulse for 5 seconds.

Infant: Place your index and middle finger over the baby's left nipple. **DON'T PRESS TOO HARD!** Feel for a pulse for 5 seconds.

AGONAL BREATHING: Gasping, ineffective breaths that often occur at the time of Cardiac Arrest. The caller may describe the person as "breathing funny, breathing weird, gasping, making funny noises, etc."

SIGNS OF SHOCK: Confused/sleepy; skin cool/moist, pale/blue; nausea/vomiting; dizzy/faint.

SOME CAUSES OF UNCONSCIOUSNESS:

Cardiac Arrest (sudden onset)

Other heart problems

Overdose, poisoning, intoxication

Diabetic problems

Respiratory problems

Seizures

Syncope (fainting)

Head Injury (old or new)

Stroke (CVA)

30

UNCONSCIOUS / FAINTING

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. What is the reason that you think she has a medical problem ? 2. Does she have any known history of medical problems ? 3. Is she breathing normally ? 4. Have you spoken with her ? 5. Can she talk in her usual manner ? 6. Is she able to move ? <p>MAKE EVERY ATTEMPT TO DETERMINE SPECIFIC FACTS AND REFER TO THE APPROPRIATE CARD</p>	<p>Did you see any medic-alert tags (neck, wrist, ankle)</p> <p>Look for and direct responders to the victim.</p> <p>If necessary, refer to appropriate sequence card for airway, breathing or CPR instructions.</p>

DISPATCH PRIORITIES

- UK 3 -Caller indicates severe medical problem but is unable to describe specific signs or symptoms.
- UK 9 -Unverified medical alarm from a licensed alarm company.
-If patient can be seen with obvious medical problem.

NOTE: If specific information is discovered after call is dispatched, inform responders and send additional units as needed. Add new information to the incident immediately.

31 UNKNOWN PROBLEM

8/92

ADDITIONAL INFORMATION

"UNKNOWN PROBLEM" IS NOT A SPECIFIC DIAGNOSIS. IT COVERS MANY VARIED SITUATIONS. INQUIRE FOR SPECIFIC FACTS.

Location of victim could suggest type of problem likely to be encountered:

Restaurant -----may suggest -----Choking
Seafood Restaurant---may suggest -----Choking, severe allergic reaction
Garage -----may suggest -----Carbon Monoxide poisoning, electrocution
Bank-----may suggest -----Cardiac arrest
Park-----may suggest -----Intoxication, OD, choking, assault
Street -----may suggest -----Intoxication, cardiac arrest, seizure, OD, assault

Relay type of location and/or business name (if known) to responding units, not just address.

31

UNKNOWN PROBLEM

8/92

KEY QUESTIONS	PRE-ARRIVAL INSTRUCTIONS
<ol style="list-style-type: none"> 1. Any other symptoms ? 2. Vomiting blood or "coffee ground" type material 3. Level of consciousness ? 4. Confused or sleepy ? 	<p>TRAUMA VICTIM: Don't move him!! If you must, try to keep his head and neck from turning or pulling, to prevent further injury.</p> <p>If unconscious, turn head to side or roll entire body to side. Scoop matter out of mouth.</p> <p>If semi-conscious, make sure victim can clear own airway. If not assist as above.</p> <p>If patient in semi-reclining position of comfort, lean them forward or to side. Laying them down may compromise breathing.</p> <p>SHOCK: Lay down, elevate legs.</p>

DISPATCH PRIORITIES

AB	3	-Vomiting bright red blood or dark "coffee ground" substance.
SK	3	-Vomiting with signs of shock
SK	0	-Vomiting only, no other symptoms

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ADDITIONAL INFORMATION

The biggest danger from vomiting is aspiration (inhalation) of the vomitus. Whenever a patient's state of consciousness is such that they cannot protect their own airway, steps must be taken to protect the patient from aspiration (hence turning head to side, rolling body to side, etc.). Aspiration of any petroleum-based substance can cause chemical pneumonia, which can also be fatal.

Nausea can be symptomatic of a wide range of problems, from tension/nervousness to life threatening problems like heart attack or shock.

Vomiting is a normal bodily reaction to rid the stomach of its contents. In the case of food that disagrees with the body, vomiting itself may solve the problem.

Nausea/vomiting may be one of the signs of heart attack, shock, overdose of some drugs; bloody vomitus can indicate internal bleeding from ulcer, trauma, etc. "Coffee ground" vomitus is partly digested blood from chronic internal bleeding.

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VOMITING / NAUSEA

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PRE-ARRIVAL SEQUENCE CARDS

Encourage caller to bring victim as close to phone as possible.

Ask the caller : "Do you or anyone else there know CPR ? ". If he knows CPR, find out if he needs assistance and him you can assist with telephone instruction.

Use the following statement : "Do you want to do CPR — I'll help you!!" This statement should be recited as one sentence with NO break after "CPR". Do not allow caller to say no because she doesn't know CPR. This should be a forceful and persuasive statement, but if the caller declines for any reason that is her decision and you no longer have verbal consent to proceed. Coercion should NOT be used. Callers may be physically unable to perform CPR or they might be placed in physical jeopardy by performing CPR - Allow THEM to make the decision.

Follow the sequence card exactly. Slight changes in wording can change the effectiveness of CPR. CPR is ineffective on a soft surface - ensure that the patient is on a hard surface (table or floor) before attempting chest compressions.

Reassure the caller frequently that help is on the way.

THE SEQUENCE CARDS CANNOT POSSIBLY INCLUDE THE ANSWER TO EVERY SITUATION. THE CALL-TAKER MUST MAKE DECISIONS USING JUDGEMENT AND EXPERIENCE.

The "hysteria threshold" is the point at which an operator can gain control of a seemingly hysterical or uncooperative caller, and can begin to give effective pre-arrival instructions. The calltaker must realize that this threshold exists and can be reached in almost all cases if the calltaker doesn't give up before obtaining control of the caller. "Repetitive Persistence," repeating a phrase or request over and over without changing the wording or structure, is a very effective way to reach this "hysteria threshold". Example: "You must be calm so you can help your baby" (repeat). The consistent phrase should eventually "break through" to the agitated/hysterical caller and enable the calltaker to regain control and proceed with instructions.

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AIRWAY CONSIDERATIONS

Airway control and maintenance is the most important aspect of emergency care for the critically ill or injured patient. Insuring that proper instructions are given and appropriate pre-arrival sequence cards are followed is of paramount importance. There may be some patients who are obviously breathing who need types of airway management that are not included in the sequence cards.

In all situations (except pre-arrivals, **DIABETIC PROBLEMS**), do not encourage or sanction the giving of any food or drink prior to the arrival of responders.

Always check for and remove loose dentures if the patient needs any type of airway support.

Apillow, blanket, etc. may have been placed under the victim's head "to make him more comfortable." **HOWEVER**, this action can flex the neck forward and compromise/obstruct the patient's airway and/or worsen a neck injury. **CAUTION YOUR CALLER TO AVOID IT.**

If unconscious and vomiting, turn patient's head to side or roll entire body to side. Scoop vomitus out of mouth. If trauma victim, "log roll" patient to side; try to keep the head and neck from turning or pulling, to prevent further injury.

If semi-conscious, make sure patient can clear his/her own airway. If not, assist as above. Patient may bite rescuer while "scooping" vomitus out. **CAUTION CALLER TO BE CAREFUL!!**

If patient is in a semi-reclining position of comfort, lean him forward or to the side. Laying him down may compromise his breathing. Find position most comfortable to patient and most supportive of effective respirations.

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PRE ARRIVAL SEQUENCE CARDS

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HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help your baby.

(If caller hysterical: YOU MUST BE CALM SO YOU CAN HELP YOUR BABY. [Keep repeating until calm.])

Bring the baby near the phone.

Is the baby still choking? Is the baby able to breathe?

CHOKING - NOT BREATHING

Is he coughing or wheezing ?

NO

Is he able to speak or cry ?

NO

YES

**Do not do anything now.
Wait until EMT's arrive.**

NOT CHOKING - NOW BREATHING

Check his mouth for objects. If you see something, use your finger to sweep it out of the mouth.

If unconscious, slightly tilt his head BACK to keep his throat open. STAY ON THE LINE WITH ME!

**** Lay him FACE DOWN across your arm or lap with his HEAD LOWER THAN HIS BODY (Support his head).**

Deliver 4 sharp blows with the heel of your hand right between his shoulder blades.

Look in his mouth. Do you see an object?

NO

Lay the baby FACE UP on hard surface

YES

Use your finger to sweep it out of his mouth. Is it out?

NO

YES

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Place 2 fingers in the MIDDLE of the CHEST right BETWEEN THE NIPPLES. Make sure your FINGERS are on the CENTER of the CHEST, RIGHT BETWEEN THE NIPPLES.

PUSH with your fingertips UP AND DOWN rapidly 4 times, like you're "PUMPING" the chest.

Look in the mouth. Can you see an object?

YES

NO

Is he breathing now?

YES

If unconscious, slightly tilt his head BACK to keep his throat open. STAY ON THE LINE WITH ME!

NO

Repeat from **.

NO AGAIN

Is he breathing or moving

YES

If unconscious, slightly tilt his head BACK to keep his throat open. STAY ON THE LINE WITH ME!

NO

GO TO INFANT: MOUTH-TO-MOUTH CARD (35)

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help your baby. (If caller hysterical: YOU MUST BE CALM SO YOU CAN HELP YOUR BABY. [Keep repeating until calm.])

Bring her near the phone.

Put the baby flat on her back on a table or the floor.

Place your **HAND UNDER her NECK AND SHOULDERS** and **SLIGHTLY TILT her HEAD BACK**.

Is there vomit in her mouth? —————

YES

NO

VOMITING INSTRUCTIONS: Turn her **HEAD** to the **SIDE**. **SCOOP MOUTH OUT** (before you start Mouth-to-Mouth.).
REMEMBER: Do this any time vomiting occurs
YOU MUST BLOW THROUGH THE REMAINING FLUID.

Is she breathing now? —————

NO

Do you or anyone else there know CPR? (If so, **STAY ON THE PHONE** and relay sequence to ensure they're doing it properly.)

I'm going to tell you how to give **MOUTH-TO-MOUTH**. First, tilt her head back like you did before.

**** COMPLETELY COVER her MOUTH AND NOSE with your MOUTH.**

YES

Maintain **SLIGHT HEAD TILT** and check her breathing often.

I'm going to tell you how to check for the pulse.

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Blow 2 **SLOW BREATHS OF AIR** into her **LUNGS**, just like you're filling up a **SMALL** balloon.

Watch for her chest to rise.

Go do it now and then come right back to the phone.

Did you see her **CHEST RISING** when you blew in the air...
Did you feel the **AIR GOING IN**? ————— YES

NO

MAKE SURE HER HEAD IS TILTED BACK SLIGHTLY. (Go back to **, repeat the sequence, and **BLOW A LITTLE HARDER.**) ————— YES - NOW

NO AGAIN

Go to **INFANT: CHOKING CARD (34)**

* Place your **INDEX AND MIDDLE FINGER** over her **LEFT NIPPLE**. **DON'T PRESS TOO HARD. FEEL for a PULSE for 5 SECONDS.**

Do you **FEEL A PULSE**? —————

YES

++ Continue Mouth-to-Mouth. Blow 1 **SLOW BREATH** into her **ONCE EVERY 3 SECONDS**. Go do this now, **BUT DON'T HANG UP!** **KEEP THE LINE OPEN** and tell me if she starts to breathe on her own...Is she breathing on her own?

NO

Continue Mouth-to-Mouth

YES

STOP Mouth-to-Mouth and monitor. If breathing stops again: Go back to * and repeat.

NO

Go to **INFANT: COMPRESSIONS CARD (36)**

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you what to do next.

(Bring the baby near the phone). Place him on his back on a hard surface (table or floor).

Place 2 fingers in the MIDDLE of his CHEST right BETWEEN THE NIPPLES. Make sure your FINGERS are in the CENTER of the CHEST, RIGHT BETWEEN THE NIPPLES.

PUSH with your fingertips STRAIGHT UP AND DOWN rapidly 5 times, like you're PUMPING the chest.

Then put your HAND UNDER the NECK AND SHOULDER area so that his HEAD is SLIGHTLY TILTED BACK.

Put your MOUTH over his NOSE AND MOUTH.

* Blow in 1 SLOW BREATH OF AIR and then PUMP the CHEST again rapidly 5 times.

Repeat cycle 4 times and then come right back to the phone.

** Check for a pulse:

Place your INDEX AND MIDDLE FINGER over his LEFT NIPPLE. DON'T PRESS TOO HARD. FEEL for a PULSE for 5 SECONDS.

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Do you FEEL A PULSE?

YES

NO

Keep repeating *, checking for a pulse every 4th time. Make sure his head is tilted back to keep his airway open.

KEEP DOING IT UNTIL HELP CAN TAKE OVER OR UNTIL HE STARTS TO BREATHE ON HIS OWN.

If he starts breathing on his own: STOP CPR AND MONITOR CLOSELY.

If he STOPS breathing again: Go back to **.

Maintain HEAD TILT and monitor breathing often. IF NOT breathing:

Go to ++ on INFANT: AIRWAY/MOUTH-TO-MOUTH CARD (35) and give MOUTH-TO-MOUTH instructions.

VOMITING INSTRUCTIONS:

REMEMBER: Do this anytime vomiting occurs.

Turn his HEAD to SIDE. SCOOP MOUTH OUT. YOU MUST BLOW THROUGH THE REMAINING FLUID.

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help your child. (If hysterical: YOU MUST BE CALM SO YOU CAN HELP YOUR CHILD. [Keep repeating until calm.])
Bring her near the phone.

Is she still choking? Is the child able to breathe?

CHOKING - NOT BREATHING

Is she coughing or wheezing?

YES

NO

Is she able to speak or cry?

NO

YES

Don't do anything
now. Wait until
EMT's arrive.

NOT CHOKING - NOW BREATHING

Check the mouth for objects. If you see
something, use your finger to sweep it out
of her mouth.

If unconscious, slightly tilt her head BACK
to keep her throat open. STAY ON THE
LINE WITH ME!

**** Lay her FACE UP ON THE FLOOR. Tilt her head back slightly to open her airway.**

KNEEL at her FEET, Place the HEEL of your hand just above her belly button BELOW her ribs in the middle of her stomach.

Push quickly DOWN INTO her stomach 6 times.

Look in her mouth. Do you see an object?

YES

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NO

Is she breathing now?

YES

NO

Repeat from **.

NO AGAIN

Is she breathing or moving?

YES

NO

GO TO CHILD: AIRWAY/MOUTH-TO-MOUTH CARD (38).

Use your finger to sweep it out of her mouth. Is it out?

NO

Repeat from **.

YES

If unconscious, LIFT
HER CHIN SO HER
HEAD TILTS BACK to
keep the throat open.
STAY ON THE LINE
WITH ME!

If unconscious, tilt her head BACK to keep her
throat open. STAY ON THE LINE WITH ME!

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help your child. (If hysterical: YOU MUST BE CALM SO YOU CAN HELP YOUR CHILD. [Keep repeating until calm.]

Bring the child near the phone.

Put him flat on his back on a table or on the floor.

LIFT HIS CHIN SO HIS HEAD TILTS BACK.

Is there vomit in his mouth?

NO

YES

VOMITING INSTRUCTIONS: Turn his HEAD to the SIDE. SCOOP his MOUTH OUT (before you start Mouth-to-Mouth.).
REMEMBER: Do this any time vomiting occurs
YOU MUST BLOW THROUGH THE REMAINING FLUID.

Is he breathing now?

NO

YES

Do you or anyone else there know CPR? (If so, STAY ON THE PHONE and relay sequence to ensure they're doing it properly.)

Continue lifting his chin and check his breathing often.

I'm going to tell you how to give MOUTH-TO-MOUTH.

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**** COMPLETELY COVER his MOUTH AND NOSE with your MOUTH. If you can't, then HOLD HIS NOSE CLOSED and COMPLETELY COVER his MOUTH with your MOUTH.**

Blow 2 SLOW BREATHS into his LUNGS, just like you're filling up a SMALL balloon.

Watch for his chest to rise.

Go do it now and then come right back to the phone.

**Did you see his CHEST RISING when you blew in the air...
Did you feel the AIR GOING IN? YES**

NO

**MAKE SURE YOU ARE STILL LIFTING HIS CHIN.
(Go back to **, repeat the sequence, and BLOW A LITTLE HARDER.)**

YES-NOW

NO AGAIN

Go to CHILD: CHOKING CARD(37)

I'm going to tell you how to check for a pulse.

*** Place your INDEX AND MIDDLE FINGER into the groove next to his ADAM'S APPLE.. DON'T PRESS TOO HARD. FEEL for a PULSE for 5 SECONDS.**

Do you FEEL A PULSE?

YES

++ Continue Mouth-to-Mouth. Blow 1 SLOW BREATH into him ONCE EVERY 4 SECONDS. Go do this now, BUT DON'T HANG UP! KEEP THE LINE OPEN and tell me if he starts to breathe on his own...Is he breathing on his own?

NO

Continue Mouth-to-Mouth

YES

STOP Mouth-to-Mouth and monitor. If breathing stops again: Go back to * and repeat.

NO

Go to CHILD: CHEST COMPRESSIONS CARD (39)

8/92

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you what to do next.

Bring the child near the phone. Place her on her back on a hard surface (table or floor). Place the HEEL ONLY of ONE HAND in the MIDDLE of her CHEST right BETWEEN THE NIPPLES. Make sure ONLY THE HEEL of one HAND is in the CENTER of her chest, RIGHT BETWEEN THE NIPPLES.

PUSH STRAIGHT UP AND DOWN with the HEEL of your hand 5 times, just like you're PUMPING the chest. PUSH DOWN FIRMLY with the HEEL OF 1 HAND, 1 INCH. PUSH 5 times – at least 1 PUSH EVERY SECOND.

LIFT THE CHIN SO HER HEAD BENDS BACK.

COMPLETELY COVER her MOUTH AND NOSE with YOUR MOUTH. If you can't, then HOLD HER NOSE CLOSED and COMPLETELY COVER her MOUTH WITH YOUR MOUTH.

*** Blow in 1 SLOW BREATH and then PUMP the CHEST again 5 times.**

Repeat cycle 4 times and then come right back to the phone.

**** Check for a pulse:**

Slide your INDEX AND MIDDLE FINGER into the groove next to her ADAM'S APPLE. DON'T PRESS TOO HARD. FEEL for a PULSE for 5 SECONDS.

Do you FEEL A PULSE? _____ YES

NO



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Keep repeating *, checking for a pulse every 4th time.

KEEP DOING THIS UNTIL HELP CAN TAKE OVER OR UNTIL SHE STARTS TO BREATHE ON HER OWN.

If she starts breathing on her own: STOP CPR AND MONITOR CLOSELY.



If she STOPS breathing again: Go back to **.



Maintain CHIN LIFT and monitor her breathing often. IF NOT breathing:



Go to ++ on CHILD: AIRWAY/MOUTH-TO-MOUTH CARD (38) and give MOUTH-TO-MOUTH instructions.

VOMITING INSTRUCTIONS:

REMEMBER: Do this anytime vomiting occurs.

Turn her HEAD to SIDE. SCOOP MOUTH OUT. YOU MUST BLOW THROUGH THE REMAINING FLUID.

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help him. (If caller hysterical: YOU MUST BE CALM SO YOU CAN HELP HIM. [Keep repeating until calm.])

Bring him near the phone

Can he stand?

YES

NO (victim probably unconscious or will be soon)

Keep him near the phone.

Is he coughing or wheezing?

Is he coughing or wheezing?

NO

YES

YES

NO

Can he breathe or talk?

YES

Can he breathe or talk?

YES

NO

NO

YES

YES

NO

Listen carefully. I'll tell you how to do the Heimlich Maneuver.

Listen carefully. I'll tell you how to do the Heimlich Maneuver.

Listen carefully to these instructions! Then go to him and do EXACTLY as I tell you- and COME RIGHT BACK TO THE PHONE.

Listen carefully to these instructions! Then go to him and do EXACTLY as I tell you- and COME RIGHT BACK TO THE PHONE.

**** Make sure he is laying FACE UP on a hard surface (table or floor). STRADDLE his HIPS. Tilt his head back slightly, to open his airway.**

*** Move BEHIND him and put your arms around his waist.**

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Place your hands, one on TOP of the other, just ABOVE his belly button. With a quick THRUST, PUSH INTO his STOMACH DOWNWARD AND TOWARD HIS HEAD using your weight. Do this 6 times and return to the phone right away.

Grasp your FIST with your other hand, just ABOVE his belly button. Be sure you are BELOW the ribs and breast bone. In a quick motion, JERK HARD, INWARD AND UP, INTO his stomach. Do this 6 times and return to the phone right away.

Look into his mouth. Can you see an object?

Is the object out and can he breathe and talk now?

NO

YES

YES

NO

Is he breathing now?

Use your FINGER to sweep it out of his MOUTH. Is it out?

NO

YES

NO

Can he breathe or talk now?

NO

YES

Repeat the sequence from ** and then return to the phone right away.

STOP treatment.

Monitor closely.

GO TO ADULT: AIRWAY/MOUTH-TO-MOUTH CARD (41).

STOP treatment. Reassure him. Monitor closely.

Repeat from * until the object is out or he loses consciousness.

If he cannot stand up any longer, go to **.

HELP IS ON THE WAY! LISTEN CAREFULLY ! I'll tell you how to help her. (If hysterical: YOU MUST BE CALM SO YOU CAN HELP HER. [Keep repeating until calm.])

Can you get the phone next to her? If so, do it NOW.

I'm going to tell you how to open her airway. LISTEN CAREFULLY to these instructions and do EXACTLY as I tell you. Lay her FLAT ON HER BACK. If there is a pillow under her head, REMOVE IT.

LIFT HER CHIN SO HER HEAD TILTS BACK.

Go do this now and come right back to the phone.

Is there vomit in her mouth?

NO

YES

VOMITING INSTRUCTIONS: Turn her head to the SIDE.
SCOOP MOUTH OUT (before you start mouth-to-mouth).
REMEMBER - do this any time vomiting occurs
YOU MUST BLOW THROUGH THE REMAINING FLUID.

Is she breathing now?

NO

YES

→ Maintain the CHIN LIFT and check her breathing often.

Do you want to do CPR - I'll help you!

YES

NO

→ Stop giving instructions and tell caller that help is on the way.

8/92

↓
Do you or anyone else there know CPR? (If so, STAY ON THE PHONE and relay sequence to ensure they're doing it properly.)

I'm going to tell you how to give Mouth-to-Mouth.

Lift her CHIN up the way I told you before.

** Hold her NOSE CLOSED.

COMPLETELY COVER her MOUTH with your mouth. SLOWLY FORCE 2 DEEP BREATHS into her LUNGS just like you're blowing up a BIG balloon. Watch for her CHEST TO RISE.

Go do this now and come right back to the phone.

Did you see her CHEST RISING when you blew in the air?...Did you feel the air going in? — YES

NO

Lift the CHIN UP MORE and repeat from **.

NO AGAIN

YES NOW

I want you to check for her pulse. *Slide your INDEX AND MIDDLE FINGER into the groove next to her ADAM'S APPLE. DON'T PRESS TOO HARD. FEEL for a PULSE for 5 SECONDS. Do you FEEL A PULSE? — YES

Does it feel like her throat is blocked?...

That the air wasn't going in? — NO

YES

NO

Go to ADULT: CHEST COMPRESSION CARD (42).

Continue MOUTH-TO-MOUTH until person resumes breathing or help arrives. Give 1 BREATH /5 SECS. Recheck her pulse periodically. *

Go to ADULT: CHOKING CARD (40)

41 ADULT: AIRWAY/MOUTH-TO-MOUTH

8/92

HELP IS ON THE WAY! LISTEN CAREFULLY and I'll tell you what to do next.

Can you get the phone next to him? If so, do it now.

Put him **ON THE FLOOR OR A HARD SURFACE. DO IT NOW.** Then come right back to the phone.

Put the **HEEL** of your **HAND** on the **BREASTBONE** in the **CENTER** of his **CHEST, RIGHT BETWEEN THE NIPPLES.**

Put **YOUR OTHER HAND** ON TOP OF THAT HAND.

Push **DOWN FIRMLY** with **ONLY THE HEELS** of your hands **2 INCHES.**

Push with **ONLY THE HEELS** of your hands **STRAIGHT UP AND DOWN 15 times. JUST** like you're **PUMPING THE CHEST.** Do it 15 times, **ONCE A SECOND...REMEMBER!**

Now pinch his **NOSE CLOSED** and **LIFT THE CHIN AGAIN.**

- * **SLOWLY BLOW IN 2 BIG BREATHS,** then **PUMP THE CHEST 15 more times.** Make sure **ONLY THE HEEL** of your **HAND** is on the bone in the **CENTER OF THE CHEST, RIGHT BETWEEN THE NIPPLES.**

Repeat the cycle 4 times and come right back to the phone. I'll stay on the line.

Now check for a pulse: Slide your **INDEX** and **MIDDLE FINGERS** into the groove next to his **ADAM'S APPLE. DON'T PRESS TOO HARD! FEEL** for 5 SECONDS.

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Is there a pulse? ————— **YES** —————→

Keep repeating *, checking for a pulse every 4th time. Maintain **CHIN LIFT** and check his breathing often. If **NOT** breathing: Continue **MOUTH-TO-MOUTH.** Give 1 BREATH / 5 SECONDS. Recheck pulse periodically. (refer to **ADULT: AIRWAY/MOUTH-TO-MOUTH CARD (41)** if necessary)

NO

KEEP DOING THIS UNTIL HELP CAN TAKE OVER OR UNTIL HE STARTS BREATHING ON HIS OWN.

If he starts breathing on his own: **STOP CPR AND MONITOR CLOSELY.**

If he stops breathing again:
CHECK FOR A PULSE.

Is there a pulse?

NO

Go back to *.

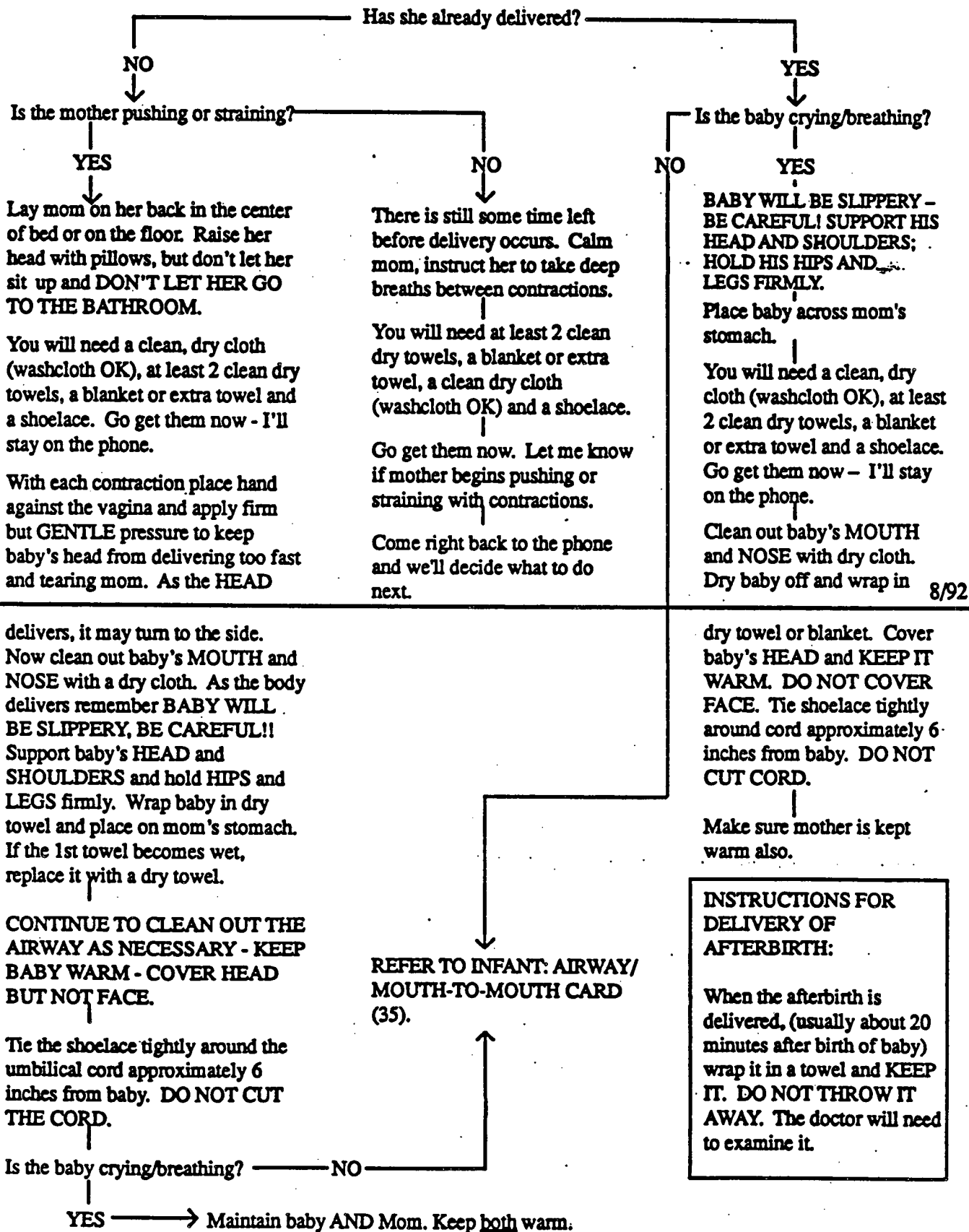
YES

Continue **MOUTH-TO-MOUTH.** Give 1 BREATH / 5 SECONDS, until person resumes breathing or until help arrives. Recheck pulse periodically.

VOMITING INSTRUCTIONS: Turn his **HEAD** to the **SIDE. SCOOP MOUTH OUT (before you start Mouth-to-Mouth.) YOU MUST BLOW THROUGH THE REMAINING FLUID.**

REMEMBER: Do this any time vomiting occurs.

HELP IS ON THE WAY! LISTEN CAREFULLY. I'll tell you what to do.



ATTACHMENT L
CHORAL

C.H.O.R.A.L.

Computerized Hospital On-line Resource Allocation Link

CHORAL is a unique proprietary software system designed to establish a community-wide network that improves the allocation and efficient use of participating hospitals emergency services resources.

The CHORAL system provides:

- ✓ A means to manage the problem of hospital closures and ambulance diverts.
- ✓ A single consistent method of communicating divert status to EMS personnel.
- ✓ Documentation for hospitals to monitor their profile of diverts over a period of time for improved staffing assignments and financial analysis.
- ✓ Data for EMS systems planners to monitor and begin solving the problems of hospital diverts within their community.
- ✓ One step method of alerting the entire community of a hospitals closure or selective diverts.
- ✓ A way to help solve the problem of unequal distribution of the medically indigent public.

List of Hospitals Currently Using The CHORAL System:

In Oregon:

University Hospital, Portland
Emanuel Hospital and Health Center,
Portland
Providence Medical Center, Portland
Good Samaritan Hospital & Medical Center,
Portland
Portland Adventist Medical Center, Portland
Mount Hood Medical Center, Gresham

Holladay Park Medical Center, Portland
Bess Kaiser Medical Center, Portland
Kaiser Sunnyside Medical Center,
Clackamas
St. Vincent Hospital, Portland
Woodland Park Hospital, Portland
Rogue Valley Medical Center, Medford
Providence Medical Center, Medford

CHORAL

(Computerized Hospital On-line Resource Allocation Link) Information Sheet

There is a growing problem of hospitals diverting patients. This practice, well described in the August 1989 *jems*, (*Journal of Emergency Medical Services*), creates several problems. Hospitals diverting patients for financial reasons unfairly burden the ultimate receiving institution. The emergency medical services system is unable to find a suitable receiving hospital for its patients. Families who believe their loved one is being transported to one hospital arrive there to find they are at the wrong facility. While preventing hospitals from ever diverting is unlikely, there is a system recently implemented in Portland, Oregon which displays hospitals' divert status to dispatch centers, the base station, and other area hospitals allowing the system to make necessary compensations.

The system is based on an interhospital computerized communications system which was previously used to monitor the status of this area's trauma hospitals. This trauma system role is described in Jack Stout's "Interface" column in the June 1988 issue of *jems*. In short, the earlier system relied on computers located within the emergency departments of 14 Portland hospitals. These computers were all linked to the emergency medical services system base station which in Portland is known as Medical Resource Hospital (MRH). In that system, hospitals displayed their trauma status visually on their terminal screen and that data was transmitted to all other hospitals as well as MRH which monitored the entire system and advised paramedics which of the 14 facilities were available for trauma at any given moment.

Building on that system, the Multnomah County office of Emergency Medical Services, working with the Oregon Association of Hospitals, contracted with Richard Quest of Salem, Oregon to rewrite the software so that the system will instead monitor six

hospital divert categories and display that information system wide. The 911 communications center and MRH monitor system divert status so that paramedics are advised when they start to a hospital with a patient of that hospital's status. This avoids hospital shopping. Each hospital controls its own data. No hospital nor the 911 center nor MRH can change any data displayed by the other hospitals. Facility changes, after going out to the system, are saved in each hospital's own computer memory. The system divert history is stored in the MRH computer. This database will allow the EMS system to see patterns and prevalence of divers. We have found that widely distributing information about facilities tends to keep each honest. One would think that in this information system a hospital would be tempted to display itself as being more capable than it really is. In fact, the Multnomah County experience appears to be the opposite.

The software is designed so that a hospital can provide its own compatible hardware or purchase hardware through Quest Technologies. The software allows maximum flexibility. Future changes in the screen format can be easily accomplished using a menu driven program. This program allows system planners to add or delete data points from the display as the system evolves and different needs arise. For example, other hospitals may wish to join the system or existing hospitals may add services which they want displayed on the screen. This is easily and inexpensively accomplished.

This system allows communities to monitor the divert status of all hospitals on the system. Paramedics, dispatch centers, and the base station can quickly identify an available hospital for the ambulance if the original destination is on divert. Patients then reach care more quickly.

ATTACHMENT V

PROPOSED AMBULANCE FRANCHISE CONTRACT

The proposed ambulance franchise contract
will be available at the pre-proposal conference
on January 26, 1995.

Should the contract be available prior to that date,
it will be mailed to those who requested
the RFP



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

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OFFICE OF THE CHAIR
1120 SW FIFTH AVENUE
SUITE 1410
PORTLAND, OREGON 97204
(503) 248-3308

Dear Ambulance Service Provider :

Attached please find Multnomah County's Request For Proposal for emergency medical transport within the Multnomah County Ambulance Service Area.

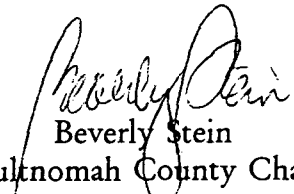
Having made the decision to put ambulance services out for bid, we as County Commissioners are committed to the idea that the public is best served by a process that attracts the maximum number of bidders possible.

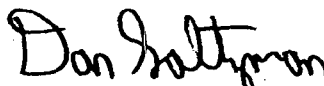
That is why we are taking the somewhat unusual step of personally sending the RFP document to you, and to other ambulance service providers around the country. We have worked hard to create a document that functions as a "level playing field." That is a reflection of our desire to see that we choose the best provider. A key to that is attracting competitive and qualified bidders.

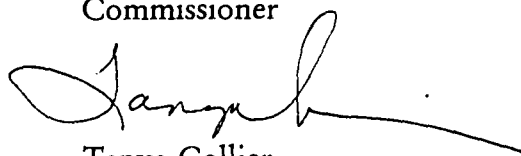
We encourage you to participate in the process. A pre-bid conference has been scheduled in Portland for January 26, 1995. In the meantime, we encourage you to contact our EMS Director, Bill Collins, should you have any questions or concerns. His telephone number is 503-248-3220.


Thank you for your consideration. We hope to hear from you.

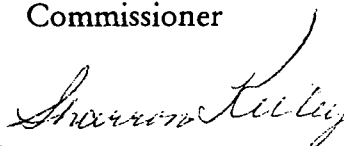
Sincerely,


Beverly Stein
Multnomah County Chair


Dan Saltzman
Commissioner


Tanya Collier
Commissioner


Gary Hansen
Commissioner


Sharron Kelley
Commissioner



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

January 6, 1995

Dear Prospective Ambulance Service Provider:

Multnomah County, Oregon (Portland) is seeking proposals to provide exclusive emergency ambulance service for the County. The result of this process will be a single emergency ambulance provider operating under contract to Multnomah County.

The Request for Proposal (RFP) is available from Multnomah County Purchasing. Your request for this document must be in writing.

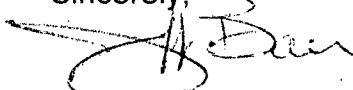
To obtain a copy of the RFP document, send your request to:

Jeff Baer, Buyer
Multnomah County Purchasing
2505 SE 11th Avenue
Portland, OR 97202

A **MANDATORY** Pre-Proposal conference will be held on Thursday, January 26, 1995, 10:00 AM at the Oregon Medical Association (OMA), 5210 SW Corbett, Portland, OR. Attendees are encouraged to submit written questions in advance. After the conference, only written questions will be accepted. If you do not attend the Pre-Proposal conference you will not be allowed to submit a proposal.

Qualified sign language interpreters for persons with impaired hearing and qualified bilingual interpreters for persons with limited English proficiency are available upon 48 hours advanced request by calling Multnomah County EMS at (503) 248-3220.

Sincerely,



Jeff Baer, Buyer