

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

RESOLUTION NO. 2018-073

Awarding an Exclusive Emergency Ambulance Service Contract.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Emergency Medical Services has issued a Request for an Exclusive Emergency Ambulance Service Contract.
- b. The proposal submitted by American Medical Response Northwest has been evaluated and accepted by an independent committee, as required in the Request for Proposal.
- c. The committee has reported their evaluations and recommendations to the County Health Officer and the Board of County Commissioners.

The Multnomah County Board of Commissioners Resolves:

1. To execute the contract for Exclusive Emergency Medical Services to American Medical Response Northwest.

ADOPTED this 28th day of June, 2018.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *BDN*

Bernadette D. Nunley, Assistant County Attorney



**MULTNOMAH COUNTY SERVICES CONTRACT
AGREEMENT FOR EXCLUSIVE AMBULANCE SERVICE
Contract Number: 5600002522**

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and American Medical Response Northwest, Inc. ("PROVIDER"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 1 SE 2nd Ave
CITY, STATE, ZIP: Portland, Oregon 97214

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be September 1, 2018 or the date on which all Parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be August 31, 2023.

If, at the sole judgment and discretion of County, the Provider is deemed to be substantially in compliance with the specifications defined in this AGREEMENT the County may grant extensions of the Agreement for up to five additional years. County shall make the offer of extension by formal written notice to the Contractor at least eighteen months prior to the scheduled end of the term of the Agreement.

Statement of Work. Provider shall perform the work described in Exhibit 1 ("Work").

Purpose:

1. Oregon law requires counties to develop a plan relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASA). Oregon Revised Statute Chapter 682.
2. Multnomah County adopted an ASA which was approved by the Oregon Health Authority on September 26, 2017.
3. The ASA plan and Multnomah County Code 21.400 established the ASA for the County and a process for soliciting proposals from ambulance service providers, issuing an exclusive franchise, regulating rates for ambulance services, and regulating the quality of ambulance services.
4. The PROVIDER submitted a proposal to provide emergency ambulance service as the exclusive provider for the ASA and agrees to operate an ambulance service subject to the terms of this Contract.
5. The County's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety "The EMS Agenda for the Future" and the core recommendations of the more recent Institute for Medicine report on EMS, "Emergency Medical Services: At the Crossroads."

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor

Attachments

Attachment Letter	Description
A	Urban Response Sub Zone Map
B	Clinical Outcomes Table RFP Attachment 5.6.1.
C	Equipment Lease Agreement

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: 5600002522

PROVIDER SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____ N/A

Date: _____ N/A

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____ Bernadette Nunley / Via Email //

Date: _____ 06/13/2018

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** PROVIDER shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County. PROVIDER agrees to keep County advised at all times of the name and location of the PROVIDER'S parent company, if any.
3. **No Third Party Beneficiaries.** County and PROVIDER are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Independent Parties.** This agreement is an agreement by and between two independent parties and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
6. **Material Breach and Emergency Takeover Provisions,**
 - A. For the purpose of this agreement, Material Breach shall be defined as, but not necessarily limited to, an occurrence of any one or combination of the following and after notice by County and failure of PROVIDER to cure within 15 days:
 - a. Failure of PROVIDER to operate the ambulance service in compliance with the requirements of applicable federal, state and local laws, rules and regulations.
 - b. Willful or negligent falsification of data or information supplied to the County during the term of this Agreement, including but not limited to response time data, dispatch data, patient report data, financial data, or willful downgrading of presumptive response code assignments to enhance PROVIDER'S compliance evaluation, or willful or negligent falsification of any other data required under this agreement.
 - c. Failure during a "lame duck" period to comply with or exceed the minimum standards as contained within this agreement.
 - d. Failure to maintain equipment in accordance with good maintenance practices, as evidenced by repeated vehicle failures.
 - e. Willful attempts by the PROVIDER to intimidate or otherwise punish employees who report violations, or alleged violations, by the PROVIDER of any of the specifications, conditions or requirements contained within this agreement.
 - f. Failure to comply with approved rates for service or billing procedures as evidenced by billings exceeding the maximum allowable, billings for service not approved under this agreement, or not performed, or failure to cooperate with the petition process.
 - g. Repeated failure of PROVIDER'S employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
 - h. Failure to meet the response time requirements.
 - i. Failure to maintain in force the insurance coverage required throughout the term of this agreement.
 - j. Repeated failure to comply with the personnel staffing and ALS unit specifications for emergency responses as required within this agreement, County ordinances, regulations or policies.
 - k. Failure to comply with any obligation to a financial institution, if the County determines, in its sole discretion, that such failure endangers the public health or safety.
 - l. Filing of a bankruptcy petition by or against PROVIDER, alleging that PROVIDER is or will become insolvent; appointment of a trustee or receiver for PROVIDER or for any of PROVIDER'S property; a general assignment by PROVIDER for the benefit of its creditors; or entry of a judgment or order determining that PROVIDER is bankrupt or insolvent.
 - m. Other material financial instability of the PROVIDER determined by the County, in its sole discretion, as impacting the stability of operations.

- n. Any other willful or negligent act or omission of the PROVIDER which endangers the public's health or safety.
- o. Failure to pay licensing fees as specified in this agreement or pay fines within 45 days of invoicing.
- p. Failure of PROVIDER to cooperate with and assist County in the investigation or correction of any of PROVIDER'S alleged or actual minor breach or material breach of this agreement, including, but not limited to, PROVIDER'S repeated failure to comply with terms and conditions stipulated in written notices given by County to correct any of PROVIDER'S minor breaches under this agreement.
- q. Failure of PROVIDER to maintain in full force and effect the performance security requirements as specified within this agreement.
- r. The timely submission of reports, fees and penalties is a necessary and material term and condition of this agreement, and PROVIDER agrees that failure to meet a specified deadline for submission of reports, fees or penalties will be sufficient cause for suspension or termination of this agreement.

B. Emergency Takeover Provisions

In the event COUNTY determines that an actual or threatened material breach has or is reasonably likely to occur, or that a labor dispute has prevented performance, and the nature of the breach is in COUNTY'S opinion such that public health and safety are endangered; 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. PROVIDER is similarly obliged to assist COUNTY in that effort, even if PROVIDER disagrees with the determination of default. Forfeit of performance security and delivery of equipment and facilities shall not preclude the COUNTY from pursuing any other remedy it may have against PROVIDER or seeking and recovering indemnity against PROVIDER in the event of PROVIDER'S material breach of the AGREEMENT.

Prior to any takeover, COUNTY and PROVIDER will conduct a joint inventory of all ambulances, equipment and facilities to assure compliance with all equipment and supply requirements and document any pre-existing conditions or defects of any ambulances, equipment and facilities.

During COUNTY'S takeover the use of the PROVIDER'S ambulance equipment shall be allowed for under the "Equipment Lease Agreement" Attachment C. The forfeited performance security will be deposited into a separate interest bearing COUNTY account and will be used to help pay for the continuation of ambulance services until such time as service can be formally stabilized in that service area. Any unexpended proceeds from the forfeited performance security will be retained by COUNTY for use in the further enhancements of the Emergency Medical Services System.

Nothing herein shall preclude COUNTY from seeking to recover from PROVIDER any rental payments or other costs as elements of damage from a breach. On the other hand, PROVIDER shall not be precluded from disputing the nature and amount of COUNTY'S damages. However, failure on the part of PROVIDER to cooperate fully with COUNTY to effect a safe and smooth takeover of operations shall, itself, constitute a breach of the AGREEMENT, even if it is later determined that the original declaration of breach was made in error.

The COUNTY shall indemnify, hold harmless and defend PROVIDER against any and all claims arising out of COUNTY'S use, care, custody and control of the equipment and vehicles, following any takeover except those claims caused in whole or in part by equipment defects, defects in material and workmanship or negligent use of the vehicles and equipment existing or occurring prior to the takeover by COUNTY, subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300. COUNTY shall have the right to authorize the use of the ambulances, equipment and facilities by another ambulance company. Should COUNTY require a substitute ambulance company to obtain insurance on the ambulances, equipment and facilities, or should COUNTY choose to obtain insurance on the ambulances, equipment and facilities, PROVIDER shall be a "Named Additional Insured" on the policy along with appropriate endorsements and cancellation notice.

COUNTY agrees to return all PROVIDER ambulances and equipment to PROVIDER in good working order, normal wear and tear excepted, at the end of the takeover period.

COUNTY may unilaterally terminate the takeover period at any time and return the facilities and equipment to PROVIDER. The takeover period shall last no longer than is necessary to stabilize the EMS system and to protect the public health and safety.

7. Early Termination. This Contract may be terminated as follows:

- a. County and Provider, by mutual written agreement, may terminate this Contract at any time.

- b. County may terminate this Contract for PROVIDER's Material Breach if the breach is not cured as described in this contract.

8. Remedies.

Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement that cannot be resolved by the Parties shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. In the event that there are third parties which are necessary to the resolution of any such claim, the parties may choose to resolve such claims in Multnomah Circuit Court by bench trial only. **The Parties understand that this clause waives their rights to trial by jury.**

- 9. Access to Records.** Provider shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Provider shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, PROVIDER shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

- 10. Compliance with Applicable Law.** Provider shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020 and the following:

- a. Pursuant to ORS 279B.220, Provider shall (1) make payment promptly, as due, to all persons supplying to the Provider labor or material for the performance of the Work provided for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Provider or subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- b. Pursuant to ORS 279B.225, Provider shall, if providing lawn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- c. In accordance with ORS 279B.230, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Provider, of all sums that the Provider agrees to pay for the services and all moneys and sums that the Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- d. Pursuant to ORS 279B.235, Provider shall pay the Provider's employees who work under this contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

- 11. Compliance with Tax Law.** PROVIDER shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. PROVIDER will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

- 12. Indemnity.** PROVIDER shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of PROVIDER or its officers, employees, subcontractors, or agents under this Contract. PROVIDER shall have control of the defense and settlement of any claim that is subject to this section. However, neither PROVIDER nor any attorney engaged by PROVIDER shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall PROVIDER settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.

- 13. Insurance.** PROVIDER shall provide insurance in accordance with Exhibit 2.

- 14. Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any

subsequent default or a modification of the provisions of this Contract. The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, or conditions, but all of the same shall be and remain in full force and effect.

15. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. State law (2018, ORS 682.062) requires County to develop a plan relating to the need for and coordination of ambulance services and establish ambulance service areas consistent with the plan for the efficient and effective provision of ambulance services. The Oregon Health Authority is the state agency responsible for administering ORS 682 and approved the Multnomah County ASA plan. The ASA plan, ORS 682, Oregon Administrative Rules Chapter 333, Divisions 250, 255, 260 and 265, County ordinances (2018, c. 21, Sections 21.400-21.443), County rules, County medical policies, procedures, protocols, and the Request for Proposals set forth the requirements for service in Multnomah County. Collectively, they are referred to in this contract as the "Governing Law."
16. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
17. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
18. **Anti-discrimination Clause.** PROVIDER shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. PROVIDER shall not discriminate against minority-owned, women-owned or emerging small businesses. PROVIDER shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.
19. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including the federal Anti-Kickback Statute.
20. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under the AGREEMENT shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated PROVIDERS, in any, or the purchasing, leasing or ordering of any services other than the specific services described in this AGREEMENT. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
21. **Warranties.** PROVIDER represents and warrants to County that: (a) PROVIDER has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of PROVIDER enforceable in accordance with its terms; and (c) PROVIDER's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.
22. **Data Use.**
 - a. The Parties agree to share the data identified in Exhibit 1, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in Exhibit 1 for the purposes described in Exhibit 1.
 - b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.
 - c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
 - i. PROVIDER acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - ii. PROVIDER acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized

uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. PROVIDER will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.

- iii. PROVIDER will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. PROVIDER agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. PROVIDER will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in PROVIDER's possession or control. PROVIDER will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - iv. PROVIDER will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of PROVIDER that is assisting PROVIDER to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to PROVIDER or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.
 - e. PROVIDER may identify certain information submitted to County in compliance with this agreement as "Trade Secret" or "Confidential." County shall maintain this information as confidential to the extent permitted by public record laws.
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MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: 5600002522

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

Provider shall perform the following Work:

PROVIDER shall provide ambulance services, as requested through the County's designated public safety dispatch center. Such services shall be provided in accordance with the requirements of all Governing Law, including any amendments or revisions thereof. In performing services under the Agreement, PROVIDER shall work cooperatively with the County staff designated by the Health Department Director as the Contract Administrator ("Contract Administrator"). All references to the Contract Administrator shall be construed to also include the Health Department Director and any other County designee.

A Definitions

1. **Bureau of Emergency Communications (BOEC)** means the Bureau of the City of Portland that maintains the Primary Public Safety Answering Point (PSAP) 9-1-1 telephone answering system, and provides dispatch services for police, fire and EMS for the County.
2. **9-1-1 medical call** means a call requesting medical response received at the Primary Public Safety Answering Point (PSAP) that is determined by the Emergency Medical Dispatcher (EMD) to require medical triage be performed in order to determine the nature of medical need, and the appropriate response to, or disposition of, the call. All calls involving but not limited to apparent medical conditions and trauma are considered "9-1-1 medical calls".
3. **Continuous Quality Improvement-**
 - a. The goal of the medical audit process is to evaluate delivered care to assure it is in compliance with the system's established clinical care protocols.
 - b. Evaluation of a random sampling of patient of contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit.
 - c. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care.
4. **Contract Administrator** means the County's designated contact point for administration of this contract and shall have the same meaning as EMS Administrator under the Multnomah County Ambulance Service Plan and County Code.
5. **Ambulance Service Area (ASA)** means a geographic area which 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. (Comparable definition as in OAR 333-260-0010)
6. **Emergency Ambulance** means a transport ambulance responding to 911 medical calls requested through BOEC staffed with at least two paramedics.
7. **Ambulance Services** means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection with, the administration of prehospital medical or emergency care, if necessary.
8. **Emergency Medical Services (EMS)** means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services patient care, communications, and evaluation, and public education. (Comparable definition as in OAR 333-260-0010)
9. **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 EMS providers providing emergency services within the County.

10. **"Lame Duck" period** means the period of time when the provider must provide service until the replacement provider begins service.
11. **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.
12. **Response Time** means the interval, in exact minutes and seconds, between the time the call enters the CAD Assignment Queue and the arrival At Scene time or the time the call is cancelled by a public safety agency.
 - a. When a PROVIDER resource is immediately available and dispatched by the PSAP the dispatch time shall be used for this calculation.
 - b. If no resource is available to be dispatched, the clock shall start at the time the call is queued for dispatch.
13. **System Status Management** describes the process that includes staffing, deployment, movement, prepositioning, assignment and reassignment of assets to respond for request for service.

B Services

1. **Basic Services:** In consideration of County's referral to PROVIDER of ambulance service requests originating with Multnomah County Ambulance Service Area, PROVIDER shall perform the following services to the complete satisfaction of County:
 - a. Continuous, around-the-clock, coordination of ambulance assignment for calls for service with medical communications and Emergency Ambulance Services without interruption throughout the term of the Agreement.
 - b. Emergency Medical Services and Ambulance Services without regard to any discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
 - c. Participation in pilot or research programs that the EMSMD and the Contract Administrator may authorize from time to time.
 - i. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standards are established for a pilot program. Any pilot program shall be approved by the EMSMD.
 - ii. PROVIDER agrees that its participation in the pilot projects shall entail no additional cost to the County.
 - iii. PROVIDER agrees that its services provided under pilot projects shall be in addition to the other services described in the Agreement.
2. **Service Description:** PROVIDER shall be responsible for furnishing all Emergency Ambulance Services for all residents and other persons physically present within the service area.
 - a. Emergency Ambulance Services shall be delivered at the Paramedic level.
 - b. PROVIDER shall be the sole ground ambulance organization authorized by the County in the service area covered under this Contract to provide Emergency Ambulance Services and with the exceptions described in this Agreement. All requests for Emergency Ambulance Services originating in the County and processed through its primary or secondary 911/PSAPs will be referred to the PROVIDER.
 - c. PROVIDER may subcontract services only as provided herein with the prior written approval of the County.

C Clinical

1. Clinical Overview

- a. **Clinical Goals:** The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service.
 - i. These include the following: discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced.

- ii. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, "Crossing the Quality Chasm: A New Health System for the 21st Century," which stresses that systems should be safe, effective, patient-centered, timely, efficient, and equitable. Information developed for the federal EMS Compass Measures project have also been considered in outlining these specifications.
 - b. **Outcome:** The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures in all clinical areas.
 - i. EMS systems often use process measures and process improvement to promote enhanced clinical outcomes. Process measures may be utilized and further developed throughout the term of the Agreement. Required outcomes will be added to this Contract by Amendment.
 - ii. The minimum clinical outcomes measures for the PROVIDER are defined and described in RFP Attachment 5.6; this shall be the framework used in development of monthly clinical metrics. Changes in clinical care may require modification of actual variables to be used. (See Section N. 3. Outlier Response Fine not assessed when Clinical outcomes metric met.)
2. **Medical Oversight:** The County shall furnish Medical Control Services, including the services of an EMSMD, for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians).
- a. **Medical Protocols:** PROVIDER shall comply with medical protocols and administrative policies established by the County, as well as other requirements and standards established by the EMSMD.
 - i. PROVIDER shall document compliance with system medical protocols within patient care reports. This documentation shall describe the performance of the PROVIDER as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).
 - ii. Medical protocols shall be reviewed and updated by the County on a periodic basis with input from system participants. Current Medical Protocols are available at the County website <http://multco.us/health/providers/emts-paramedics>.
 - iii. PROVIDER shall develop tailored transport protocols for patients with specific health conditions, including stroke, myocardial infarction, traumatic injury or behavioral health.
 - iv. PROVIDER will use technology, such as 12-lead ECG transmission, to allow receiving facilities to more quickly mobilize the appropriate care teams and reduce morbidity and mortality.
 - v. PROVIDER will use real-time measurements and key performance indicators to make needed adjustments to the delivery of care.
 - vi. PROVIDER will maintain a FirstWatch™ license under this contract and accepts all requirements to install and implement FirstWatch™, to coordinate and categorize different types of transports.
 - b. **Direct Interactions with Medical Control:** PROVIDER personnel functioning under this AGREEMENT have the right and professional responsibility to interact directly with the system's medical leadership (EMSMD, Medical Resource Hospital, and County clinical oversight staff) on all issues related to patient care.
 - c. **Medical review/Audits:** PROVIDER is required to participate in the County's continuous quality improvement (CQI) process, including medical audits.
 - i. PROVIDER will comply with the EMSMD audit and review process and initiate process measurement and improvement activities based on results of the audit and review of the overall EMS system performance.
 - ii. As part of County CQI processes or incident investigation, the EMSMD may require that any employee of the PROVIDER attend a medical audit when deemed necessary.
 - iii. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed, however, shall maintain the

confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMSMD.

- iv. PROVIDER will use FirstPass, FirstWatch's clinical quality improvement system that allows County to review performance by patient, by PROVIDER, and for the system as a whole.
- v. PROVIDER shall maintain countywide EPIC access for continuous quality improvement, such as providing feedback to EMS on mutual patients.

3. Minimal Clinical Levels and Staffing Requirements

- a. **Communications Staffing Requirements:** All 911 calls will be answered by the Primary Public Safety Answering Point (PSAP). Each call will be medically triaged according to a system approved by the EMSMD. An ambulance, first responder, and/or other response resource will be dispatched by the PSAP according to approved protocols. PROVIDER shall supply personnel to carry out its System Status Management function.
- b. **Ambulance Staffing Requirements**
 - i. All Ambulances rendering 911 Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic-level care and transport with a minimum of two state licensed and locally certified Paramedics.
- c. **Personnel Licensure and Personnel Certification and Training Requirements**
 - i. All of PROVIDER's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed to practice in Multnomah County.
 - ii. The minimum qualifications for a PROVIDER EMT-Paramedic are as follows: State certification as an EMT-Paramedic, Advanced Cardiac Life Support (ACLS) certification, and/or County equivalent, Prehospital Trauma Life Support (PHTLS), Pediatric Advanced Life Support (PALS), and/or County equivalent, CPR for Healthcare PROVIDERs and/or County equivalent, Emergency Vehicle Operator Course (EVOC) certification, HazMat Level-1 (C) competency, "IS" 100, 200, 700, 800.
- d. **Company and EMS System Orientation and On-going In-Service Training:**
 - i. PROVIDER shall properly orient all field personnel before assigning them to respond to emergency medical requests.
 - ii. New Employee Orientation will include, at a minimum, the following: Multnomah County EMS system overview, EMS policies and procedures including patient destination, trauma triage and patient treatment protocols, radio communications with and between the ambulance, receiving hospitals, first-responder agencies, fire agencies, and the PSAPs, map reading skills (including key landmarks, routes to hospitals, and other major receiving facilities within the contract's response area), ambulance equipment utilization and maintenance, continual orientation of customer service expectations, performance improvements and billing and reimbursement processes.
 - iii. PROVIDER employees shall participate in an initial Emergency Vehicle Operations Course training during new employee orientation.
 - iv. Ongoing training will include developing and maintaining effective partnerships with Multnomah County fire departments to ensure quality patient care and scene interactions.
 - v. PROVIDER and First Responder personnel will participate in mandatory joint training events of at least sixteen hours annually including updates in protocols and procedures, such as ACLS/PALS/NRP, Trauma (equivalency) "pit crew CPR," Mass Casualty Incident (MCI) updates, customer service and problem resolution as approved by the County EMS Office.
- e. **Internal Risk:**
 - i. PROVIDER will implement an aggressive health, safety, and loss mitigation program including, at a minimum:
 - (a) Pre-screening of potential employees (including six panel drug testing)
 - (b) Physical Agility Testing

- (c) Drug free workforce policies and procedures
- (d) Lifting technique training
- (e) Reviewing current information related to FDA medical device reportable events, recalls, equipment failures, accidents
- (f) Reviewing employee health/infection control related information such as needle sticks, employee injuries, immunizations, infectious/toxic exposures, and other safety/risk management issues. Planning for safety and risk mitigation processes shall include, at a minimum:
 - (1) Gathering data on negative incidents of all types that occur among the PROVIDER's workforce, and
 - (2) Devising and implementing policies that establish safe practices, and providing intervention in unsafe or unhealthy work-related behaviors or conditions.
- ii. PROVIDER shall follow its risk management program and notify County of any change prior to implementation.
- f. **Preparation for Mass-Casualty Incident:** PROVIDER shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under County policy, and prepare them to function within the Incident Command System. The specific roles of the PROVIDER and other Public Safety personnel will be defined by the relevant plans and command structure.
- g. **Cultural Competence Training**
 - i. PROVIDER shall provide ambulance personnel with the training necessary to achieve levels of knowledge, understanding and skills to work successfully with culturally and racially diverse patient populations and communities.
 - ii. PROVIDER shall develop and maintain reports on the health equity educational and training activities each employee participates in during each year.
- h. **Assaultive Behavior Management/Secure Transport Training:**
 - i. PROVIDER shall train ambulance personnel on an annual basis to support the knowledge, understanding, and skills necessary to safely and effectively manage patients with psychiatric, drug/alcohol, stress-related or other behavioral problems, as well as difficult or potentially difficult scenes.
 - ii. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.
 - iii. Training shall meet requirements for State licensed secure transport PROVIDERS.
- i. **Driver Training**
 - i. PROVIDER shall maintain an annual driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the PROVIDER's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by County initially and on an annual basis thereafter.
 - ii. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.
- j. **Environmental Factors and Infection Control**
 - i. PROVIDER shall create a culture of infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.).
 - ii. PROVIDER shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.
 - iii. Ambulance Sterilization
 - (a) PROVIDER shall use Ozilla™ EMS Sterilizer from Genlantis, for sterilizing the inside of ambulances.

- (b) Every ambulance shall run through a sterilization cycle upon completion of preventative maintenance at 5,000 mile intervals.
 - iv. PROVIDER will reduce, reuse, and recycle meeting or exceeding industry standards.
 - (a) PROVIDER will recycle parts, equipment, and medical supplies, whenever allowable
 - (b) PROVIDER will safely dispose of coolant and oil filters.
 - k. **Critical Incident Stress Management:** PROVIDER shall establish a repetitive stress and critical incident stress action plan, submitted to the Contract Administrator for approval, for its employees and access to trained and experienced professional counselors
 - l. **Homeland Security:** PROVIDER and the PROVIDER's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.
 - m. **HIPAA Compliance Training:** PROVIDER shall provide initial and annual training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.
 - n. **Compliance:** PROVIDER shall provide initial and annual compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers.
 - o. **Dedicated Positions for Training, Quality Improvement, and Data Support:** PROVIDER is required to dedicate the following positions and respective FTE to programs serving this Contract:
 - i. Full Time Equivalent dedicated to Multnomah County 9-1-1 Emergency Ambulance Operations
 - (a) Quality Improvement Person (minimum of 1.0 FTE)
 - (1) Key responsibility is to act as PROVIDER's management representative in Quality Improvement Process and clinical and operational investigations with position and authority to carry out directives from all Quality Improvement Processes involved in and with PROVIDER's organization.
 - (b) Training Program Coordinator (minimum of 1.0 FTE)
 - (1) Key responsibility is the PROVIDER's point of contact for PROVIDER's EMS personnel clinical and operational training and primary contact to coordinate PROVIDER's commitment for training.
 - (c) Prehospital/Clinical Data Systems Analyst (minimum of 1.0 FTE)
 - (1) Key responsibility is ability to query PROVIDER's data systems at SQL developer level, to gather information when requested by County, and to coordinate changes of PROVIDER's data systems when errors are identified, new procedures are implemented, or new documentation is required by system changes.
- D Field Supervision:** PROVIDER shall provide 24-hour a day on-duty supervisory coverage within the ASA.
1. An on-duty employee or officer shall be authorized and capable to act on behalf of PROVIDER to provide supervision in all operational matters.
 - a. PROVIDER shall ensure supervisors are able to monitor, evaluate, and improve the clinical care provided by PROVIDER's personnel and ensure that on-duty employees are operating in a professional and competent manner.
 - b. PROVIDER shall provide the management and supervision necessary for effective oversight and administration of 911 emergency ambulance transport services.
 2. In addition to general management and administrative staff, at a minimum, one paramedic field supervisor, with current credentials and clinical field experience, shall be on-duty or on-call at all times in order to oversee and provide support to field personnel as necessary.

- a. This position shall be available to respond to incidents, and requests from partner agencies at all times (24 hours a day, 7 days a week) within a maximum of 30 minutes from being requested anywhere in the service area.
 - b. This position must spend a majority of the time each day, not less than 50% of each shift, assisting crews in the field (e.g. at scenes, hospitals, and post locations).
 - c. The ability to work on an ambulance is necessary for the qualifications of this position; however, this position will not be routinely staffing an ambulance and will be providing clinical and operational oversight.
- 3. PROVIDER will supplement four primary Operations Supervisors with an Administrative Supervisor and a Chief Operations Supervisor.
 - a. The Administrative Supervisor fields and initiates investigations regarding any customer concerns and links directly with the Quality Improvement Person to resolve issues.
 - b. Chief Operations Supervisor (Ops Chief) will reconcile contracted response time compliance with Multnomah County oversight. The Ops Chief conducts all supply orders and inventory control, provides key input and guidance on initiatives sent down from the Operations Manager, and manages the intricacies of the day-to-day operations in Multnomah County.
- 4. All field supervisory level staff will, at a minimum, have successfully completed NIMS/ICS 100, 200, 300 & 400, NIMS 700 & 800.
- 5. PROVIDER commits to sending key leadership staff to specialized training courses that may include, the following:
 - a. "IS" command training modules
 - b. Northwest Leadership Seminar
 - c. Fitch and Associates, Ambulance Service Manager Program, or
 - d. Alternatives approved by MCEMS.
- E Key Personnel:** PROVIDER shall maintain key leadership personnel, including, but not limited to positions described in the organizational chart of local operations as included in proposal on page 159 (or referenced in 3.2.7 section)
 - 1. PROVIDER agrees to replace any key leadership personnel with equal or greater qualified people.
 - 2. County shall be notified of changes in leadership personnel within 10 days of hire.
- F Operations:** The performance specifications set forth in this Contract encourage continuous improvement in the level of service provided in the County. The Contract provides clarification of expectations and accountabilities. The following provisions define these expectations, core requirements, and activities required of the PROVIDER.
 - 1. **Emergency Ambulance Service:**
 - a. This Agreement assigns an exclusive ambulance PROVIDER for all emergency medical calls received through the 911 system for all geographic areas specified in the County's Ambulance Service Plan and related documents.
 - b. There are areas on the periphery of the County where the nearest paramedic- staffed ambulance may be located in an adjacent jurisdiction. In the interest of improving response times, the County may approve the use of these closer ambulances contingent upon the execution of a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.
 - 2. **PSAP / BOEC Function and Relationship.** BOEC will serve as the PSAP. The Port of Portland Airport Fire Service serves as secondary PSAP.
 - a. PROVIDER shall provide and maintain all equipment and software interfaces necessary to receive requests for ambulance services made by PSAP.
 - i. All connections types, and speed shall meet the City of Portland required specifications.

- b. PROVIDER shall be responsible for paying its own subscriber equipment fees required to utilize the BOEC Communication system and provide adequate back-up cell phone or alternate radio systems required to receive dispatch data and provide GPS/AVL information from the PSAP.
- c. PROVIDER will work closely with, and serve on, 911 Operations, Dispatch, and Quality Improvement committees as requested throughout the term.
- d. Personnel assigned to communication centers shall be EMD certified.
 - i. PROVIDER shall provide continuing dispatcher education to allow maintenance of EMD skills and certifications.
 - ii. PROVIDER shall ensure 24 hour a day, 7 day a week, personnel coverage to accomplish system status management, and appropriate assignment of calls to PROVIDER units.
 - iii. PROVIDER shall be responsible for the actions of these personnel and for establishing standard operating policies and procedures.
 - iv. PROVIDER is responsible for the implementation and maintenance of any technology it uses to carry out system status management and call assignment.
- e. PROVIDER shall maintain positive professional relationships with the PSAPs and other agencies to achieve positive outcomes for the individuals receiving EMS service.
- f. The County EMS Program and its PROVIDER shall collaborate with numerous related and unrelated agencies which are dependent on one another to assure positive outcomes for the individuals receiving EMS service.
- g. PROVIDER will continue to meet all International Academy of Emergency Medical Dispatch (IAED) requirements and maintain status as Accredited Centers of Excellence (ACE) by the IAED.
- h. PROVIDER will maintain MPDS/ACE accreditation. PROVIDER will help Multnomah County and the PSAP to design and implement this program, including assistance with training and quality assurance.
- i. Communication and Technological Interface
 - i. PROVIDER will maintain a one-way interface with the PSAP. This interface will create and pre-populate a MEDS ePCR call, which the crew completes after the call is finished.
 - ii. PROVIDER will support digital telephone handsets, data-communications equipment, including data modules and data terminal equipment.
 - iii. PROVIDER will maintain attendant and voice messaging systems, multimedia and video conferencing equipment, and call center systems including auxiliary loudspeaker-paging and music-on-hold equipment.
- j. Interoperable Communications/Data Requirements
 - i. The PSAP provides use of its radio system infrastructure.
 - (a) PROVIDER will pay for the monthly infrastructure user fee.
 - (b) PROVIDER is responsible for subscriber equipment (e.g. computers/MDT, unit and portable radios, pagers), commercial wireless /data access, and CAD mobile access fees as well as any costs of developing a data bridge from the PSAP's CAD to the PROVIDER and the ongoing cost of connectivity between the PSAP and the PROVIDER's Communication Center.
 - (c) The data interface shall provide real-time monitoring of PROVIDER's ambulance data screens.
 - (1) At a minimum, data interface will provide the location and status of active ambulance calls, pending calls, and locations and status of ambulances and crews.
 - (2) Any costs of developing the data bridge from the PSAP's CAD to the PROVIDER, for the purpose of monitoring deployment, are to be borne by the PROVIDER.
 - ii. PROVIDER shall maintain all necessary interfaces for integration to reporting mechanisms and transparency to processes.

- iii. PROVIDER shall maintain current versions of both MPDS card sets and electronic ProQA versions as required by accreditation standards. Accreditation is required to assist BOEC with MPDS implantation and training when desired.
- k. Call Receipt and Dispatch
 - i. All 911 calls will be answered by the Primary PSAP and medically triaged according to a system approved by the EMSMD.
 - ii. Ambulance, first responder, and other response resources will be dispatched by the PSAP according to approved protocols.
 - iii. PROVIDER will maintain all of the continuing education and training necessary to assist the County and BOEC to implement Medical Priority Dispatch System (MPDS), should Multnomah County and BOEC decide to implement MPDS.
 - iv. Communications Center personnel will maintain requirements of the National Association of Emergency Medical Dispatchers (NAEMD) and continuing accreditation as a Dispatch Center of Excellence.
 - v. PROVIDER's Communications Center's CQI shall ensure compliance with standardized protocols, education of all members to meet NAEMD and CAAS accreditation standards, and adherence to non-emergency transportation criteria.
 - vi. PROVIDER will continually monitor the System Status Plan (SSP) through the analysis of Key Performance Indicators (KPIs), such as number of responses and transports, unusual traffic patterns or congestion and hospital diversion status.
 - (a) PROVIDER will regularly monitor response time compliance and continually refine deployment practices to improve overall system performance.
 - (b) PROVIDER will closely watch operational key performance indicators to identify trends indicated the need for a change in deployment or staffing.
 - (c) PROVIDER's Communications CQI program will consist of the following areas: Communications Quality Assurance Committee, Responding to Dispatch QI Issues, Dispatch Performance Monitoring, and Joint QA/QI Committee.
 - (d) PROVIDER will maintain their System Status Plan Committee and meet at least quarterly to review and modify the SSP as needed.
 - (1) The County shall be notified prior to implementation of all changes to the System Status Management Plan.
 - vii. PROVIDER will update and refine the SSP as necessary.
- l. Deployment Plan to be Developed and Kept Current by PROVIDER
 - i. The PROVIDER's resources will be deployed in accordance with the PROVIDER's written pre-plan for deployment of resources.
 - (a) PROVIDER will develop its deployment plan.
 - (1) PROVIDER shall provide its deployment plan to County.
 - (2) PROVIDER shall create a description of the methodology used by the organization to monitor and modify its plan.
 - (b) PROVIDER will communicate changes in its plan with the County EMS office prior to implementation.
 - (c) PROVIDER agrees to deploy its ambulances to achieve Response Time requirements. PROVIDER will modify and adjust its deployment strategies if it does not meet Response Times or if there are areas of the County which chronically experience delayed responses.
 - (d) PROVIDER's deployment plan should optimize deployment efficiency.
 - (1) PROVIDER shall report total system unit hours monthly.

G Vehicles. PROVIDER shall meet the following requirements:

- 1. PROVIDER shall utilize a "three-way lease" meeting the County's approval.

2. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement. Ambulance vehicles shall bear the markings of the County logo and "Multnomah County EMS" in at least four inch letters on both sides. Vehicles shall display the "911" emergency telephone number on both sides.
3. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
4. Ambulance replacement shall occur on a regular schedule and the PROVIDER shall replace all ambulances on or before the date they accumulate 250,000 miles on the chassis. County agrees that PROVIDER may replace an ambulance, with a new ambulance of the same design, or may remount a refurbished box onto a new chassis.
 - a. The County may require the PROVIDER to repair, or if repair is not possible, replace vehicles documented as showing excessive wear, showing significant visible damaged, or experiencing excessive mechanical failures in the performance of this contract.
5. Each ambulance shall be equipped with GPS route navigation capabilities and devices to interact with PSAP's AVL system.
6. PROVIDER will maintain accreditation by the Commission on Accreditation of Ambulance Services (CAAS).
7. PROVIDER will continue to use KKK-1822 design and construction standards until new standards are developed. Throughout the term of this contract new ambulances will be held to the standard at the time placed in service, and must meet the State of Oregon licensing construction requirements to remain in service.
8. All PROVIDER ambulances, whether deemed "front-line" or "reserve," shall remain fully stocked and equipped, for quick deployment during surge demands.

H Equipment

1. PROVIDER shall have sole responsibility for furnishing all equipment necessary to provide required service.
2. All on-board equipment, medical supplies and personal communications equipment shall meet or exceed the minimum requirements of County's Ambulance Equipment and Supply List.
3. The PROVIDER agrees that equipment and supply requirements may be modified and upgraded, with the approval of the Contract Administrator, due to emerging changes in technology.
4. Stretchers
 - a. PROVIDER shall install PowerPro Stretchers (battery-powered lifting gurneys to reduce employee injury and improve patient comfort).
 - b. PowerPro stretchers will be outfitted with the Stryker™ XPS Wing System, allowing PROVIDER to transport a patient up to 700 lbs., by providing a rail system and seat belts that will secure a wider patient.
5. County may inspect the PROVIDER's ambulances at any time, without prior notice.
6. If an ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by the County:
 - a. County may immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
 - b. County may subject PROVIDER to a \$500.00 penalty.
 - c. A nearest available ambulance, even though not fully equipped, may be dispatched in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene.
 - d. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and PROVIDER shall comply with these protocols.

I Vehicle and Equipment Maintenance

1. PROVIDER shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work.
2. County expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any ambulance, support vehicle, or piece of equipment with any deficiency that compromises, or may reasonably compromise, its function shall immediately be removed from service.
3. County requires the ambulances and equipment that have defects to be removed from service for repair without undue delay. Defects include significantly visible cosmetic damage.
4. PROVIDER shall ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service.
 - a. PROVIDER shall utilize appropriately trained personnel who are knowledgeable in the maintenance and repair of ambulances.
 - b. PROVIDER shall develop and implement standardized maintenance practices.
 - c. PROVIDER shall incorporate an automated or manual maintenance program record keeping system.
5. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the PROVIDER's expense.

J Transport Requirement and Limitation:

1. Destinations: PROVIDER shall be required to transport patients from all areas of the County, in accordance with the Medical Control Destination Protocols.
2. PROVIDER personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the County's EMS protocols. PROVIDER recognizes that the patient, who is not on a mental health or other lawful hold, or County EMS treatment and transport protocols specifically direct a destination, has the right to choose the transport destination hospital, regardless of the system guidelines.

K Response Time Performance Requirements

1. "Response Times"
 - a. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the PSAP as to "call transfer time" in combination with time stamping (if any) of the PROVIDER's dispatch or records management system.
 - i. When a PROVIDER resource is immediately available and dispatched by the PSAP the dispatch time shall be used for this calculation.
 - ii. If no resource is available to be dispatched, the clock shall start at the time the call is queued for dispatch.
 - b. PROVIDER's clocks shall be synchronized to the PSAP.
2. Response time performance is solely the PROVIDER's responsibility.
3. Exchanging Units
 - a. As part of the PSAP dispatch process or subsequent to the PSAP's dispatching process, PROVIDER may exchange units responding to any assignment.
 - b. Unit exchange shall not change the measurement of the incident response time as originally assigned by the PSAP.
4. "Response Zones"
 - a. Three types of response zones within the ASA will be used for response time monitoring, reporting, and compliance purposes: Urban, Rural and Frontier.

- b. Urban response areas have additional sub-zone compliance requirements as specified in Attachment A.
 - c. Each response zone type has specific response time requirements as specified in Table 2.
- 5. PROVIDER's response time on requests for emergency medical service, originating from within the ASA, shall meet the following performance standards:
 - a. Life Threatening Emergency Response (Code 3)
 - i. Code 3 responses as approved by the EMSMD.
 - ii. Code 3 response typically receives a red lights and sirens response.
 - iii. For 911 calls presumptively designated as life threatening/time-critical/Code 3, the PROVIDER's ambulance shall arrive on scene within the appropriate response time (Table 2) for no less than 90% of calls.
 - b. Non-Life Threatening Emergency Response (Code 2)
 - i. Code 2 responses as approved by the EMSMD.
 - ii. Code 2 responses typically include a mix of a lights and sirens response and non-lights and sirens response.
 - iii. First 2responder units are assigned based on the specific sub-determinant coding of a call.
 - iv. For 911 calls presumptively designated as non-life threatening/non-time critical/Code 2, the PROVIDER's ambulance shall arrive on scene within the appropriate response time (Table 2) for no less than 90% of calls.
 - c. Non-Immediate 911 requests Response (Code 1)
 - i. Code 1 responses as approved by the EMSMD.
 - ii. Code 1 responses typically include non-lights and sirens response.
 - iii. First responder units are assigned based on specific sub-determinant coding of a call.
 - iv. For 911 calls presumptively designated as non-immediate non-life threatening/Code 1, the PROVIDER's ambulance shall arrive on scene within the appropriate response time (Table 2) for no less than ninety (90) percent of calls.
 - d. Non-Response Protocol (Code 0)
 - i. This response category is currently utilized on a very limited basis for extremely low acuity behavioral calls that are transferred to the County's Mental Health crisis line.
 - ii. This category may be used in the future as follows:
 - (a) For requests as approved by the EMSMD as a non-EMS response.
 - (b) For referral to a nurse or other medical call-center for further review.
 - (c) To assist the PROVIDER in offsetting future EMS system call volume growth.

Table 2. Response Time Compliance Requirements

Response Code	Compliance	Urban	Rural	Frontier
Code 3 (Life threatening)	90%	≤ 8:00	≤ 20:00	Best Efforts
Code 2 (Non-Life threatening)	90%	≤ 12:00	≤ 30:00	Best Efforts
Code 1 (Non-Immediate)	90%	≤ 20:00	≤ 30:00	Best Efforts
Code 0 (Non-response)	N/A	N/A	N/A	N/A

Table 2. Response Time Compliance Requirements: summarizes the response time compliance requirements – also referred to as the “Response Time Standards” - for ambulances within the County for each priority.

L Deployment Planning

1. PROVIDER shall use compliance with response time standards as criteria to decide if staffing coverage plans need modification.
2. PROVIDER will use data from the its analytical system to assess:
 - a. Trending of individual late responses in any response zone.
 - b. Road construction zones.
 - c. Month-over-month decreases to overall and zone compliance.
 - d. Special events demand.
 - e. Effect of adverse weather events and local MCI responses.
 - f. Feedback from caregivers and system partners.
3. PROVIDER will use its analytical systems for detailed retrospective investigation of any call that does not meet specific and customizable criteria or response times.
4. Late calls will be reviewed daily to identify performance gaps and root causes and provide rapid correction and feedback, such as adjusting ambulance coverage plans.
5. Description of Call Classification: These specifications outline 3 priorities with which the PROVIDER shall comply by meeting specified response times.
 - a. The presumptive call classifications are:
 - i. Life-threatening emergency requests – Code 3 (lights and sirens response),
 - ii. Urgent but non-life threatening emergency requests — Code 2 (lights and sirens or non-lights and sirens,
 - iii. Non-immediate urgent response — Code 1(without lights and sirens).
 - b. Call determination is accomplished by presumptive prioritization in accordance with the current County’s EMSMD approved triage system.
6. Immediate Response and Production Capacity Expectations and Supplemental Resources
 - a. The PROVIDER shall furnish sufficient production capacity and shall manage its available resources so as to provide immediate and prompt response service to all categories of responses.

- b. PROVIDER's deployment plan will identify the level at which PROVIDER will implement Supplemental Transport Capable Fire Response Units for emergency responses within the County, if County approved agreements with Fire Agencies and PROVIDER are developed.
- c. PROVIDER's deployment plan shall identify how it will manage bariatric services and any requests for services to a patient with a known communicable disease.
 - i. PROVIDER shall provide a dedicated bariatric unit to Multnomah County with response-time benchmarks of 30 minutes or less.
 - ii. PROVIDER shall also maintain an isolation ambulance unit at the ready in the event we encounter an unknown communicable disease.

M Response Time Measurement Methodology

1. PROVIDER's response times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 2 above.
2. The response time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:
 - a. "At Scene" time means the moment the first emergency ambulance arrives and stops at the call location.
 - i. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit.
 - ii. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), "at scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.
 - b. Failure to Report at Scene Time
 - i. In instances when ambulance crews fail to report "at scene," the time of the next communication between dispatch and the ambulance crew shall be used as the "at scene" time.
 - ii. PROVIDER may be able to document the actual arrival time through another means (e.g. First Responder records, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.
3. **Calculating Upgrades, Downgrades, Turnaround and Canceled Responses**
 - a. A Call's priority classification may change.
 - b. Response time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:
 - i. Upgrades: If an assignment is upgraded prior to the arrival on scene of the emergency ambulance (e.g. from Code 1 to Code 2 or from Code 2 to Code 3), the PROVIDER's compliance and penalties will be calculated based on the shorter interval of the following:
 - (a) Time Elapsed: Time elapsed from call entering assignment queue to time of upgrade plus the higher priority more stringent response time standard.
 - (b) The Lower Priority Response Time Standard: For example, an urban call is initially dispatched as a Code 2 (non-life threatening emergency). At 5:25 minutes after the call entered the assignment queue, the ambulance is en route and the call is upgraded to a Code 3 (emergency life-threatening). The applicable response time requirement will be shorter of the Code 2 response time (12:00 minutes) or the sum of the elapsed time from call entering assignment queue to the time of the upgrade plus the Code 3 response time (5:25 + 8:00 = 13:25 minutes).
 - ii. Downgrades: If a call is downgraded prior to arrival on scene of the emergency ambulance (e.g. from Code 3 to Code 2), PROVIDER's compliance and penalties will be determined as follows:

- (a) If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority response time Standard, the less stringent lower priority will apply.
 - (b) Documentation shall be presented for validation of the reason why the priority status was downgraded.
 - (c) If the downgrade was justified, in the sole discretion of the County, the longer standard will apply.
 - iii. Reassignment en route: an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request).
 - (a) Compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response.
 - (b) The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted. (NOTE: There is no resetting of the clock based upon reassignment between different responding units).
 - iv. Canceled Calls: When an assignment is canceled prior to arrival on the scene by the emergency ambulance, PROVIDER's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.
- 4. Response Times outside Primary Service Area are excluded**
- a. PROVIDER shall not be held accountable for response time compliance for any assignment originating outside the ASA response area.
 - b. Responses to requests for service outside the ASA response area will not be counted in the total number of calls used to determine compliance.
- 5. Each Incident a Separate Response**
- a. Each incident will be counted as a single response regardless of the number of units that are utilized.
 - b. The response time of the first arriving emergency ambulance will be used to compute the response time for that incident.
- 6. Equity in Response Times throughout the Urban Response Area**
- a. County has aggregated all urban areas of the County into one response zone.
 - b. The response time compliance for each of the urban sub-zones shall be calculated and reported independently on a monthly basis.
 - c. County reserves the right to shift zone boundaries should there be a significant call density shift (e.g. +/- 5% within any square mile block).
 - d. Notwithstanding the above, the County anticipates reviewing the call density of zones at least every three years.
 - e. Performance for each urban sub-zone shall be maintained at 80% or more for each of the performance categories.
 - f. If a singular zone does not meet the performance for three consecutive months, then the compliance for that zone will increase to 90% and penalties may be applied.
 - g. County reserves the right to look at any area of the County to identify if there are pockets of poor response time performance and refer findings to the PROVIDER for mitigation.
 - i. PROVIDER shall affirmatively act to modify its response plan to address identified performance issues.
 - ii. Failure to mitigate chronic under-performance will constitute a breach of the Agreement.
- 7. Response Time Exceptions and Exception Requests**
- a. PROVIDER shall maintain mechanisms for backup capacity or reserve production capacity to increase production should a temporary system overload persist.
 - b. The response time requirements may be suspended at the sole discretion of the County.
 - c. It is understood that from time to time unusual factors, beyond PROVIDER's reasonable control, affect the achievement of specified response time's standards. In the monthly calculation of PROVIDER's performance to determine compliance with the response time

standards, every request from the PSAP originating from within the County shall be included except as follows:

i. Multi-casualty Disaster

- (a) Response time requirements may be suspended during a declared multi-casualty incident or disaster in the County.
- (b) Response time requirements may be suspended during a declared disaster in a jurisdiction within the region to which ambulance assistance is being provided as requested by the County.

ii. Good Cause

- (a) The Contract Administrator may allow exceptions to the response time standards for good cause as determined at his or her sole discretion.
- (b) At a minimum, the asserted grounds for exception shall be a substantial factor in producing a particular excess response time and PROVIDER shall have demonstrated a good faith effort to respond to the call(s).
- (c) Good cause for an exception may include, but is not limited to:
 - (1) Incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission.
 - (2) Mobile data terminal failure.
 - (3) Material change in dispatch location.
 - (4) Inability to locate scene due to non-existent address.
 - (5) Unusually severe weather conditions such that response time is either impossible or could only be achieved at a greater risk to EMS personnel and the public than would result from delayed response.
 - (6) Unavoidable delays caused by parked trains.
 - (7) Periods of unusual system overload
 - (i) Unusual system overload is defined as double the average demand for the day of the week and hour of day.
 - (ii) The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.
 - (8) When the hospital diversion system is in "zone management" status.
 - (9) Traffic delays, whether intensified by the incident to which the ambulance is responding, or otherwise such as to impede constant movement of the ambulance on material roadways to the call address.
- (d) The following are not grounds for exception:
 - (1) Equipment failure, ambulance failure, lost ambulance crews, extended "chute times", or other causes deemed to be within the PROVIDER's control or awareness.

d. Exception Request Procedure

- i. It is PROVIDER's responsibility to apply to the County for an exception to a required response time.
 - (a) Exception requests may be submitted if PROVIDER feels that any response or group of responses should be excluded from the calculation of response time compliance due to unusual factors beyond PROVIDER's reasonable control.
 - (b) PROVIDER shall provide detailed documentation for each requested exception response to the Contract Administrator and request that the Contract Administrator exclude these runs from calculations and late penalties.
 - (1) Each request shall be in writing and received by the Contract Administrator within 10 business days of the end of the month of occurrence, together with that month's performance reports. A request for an exception received after the 10 days will not be considered.

- (2) The Contract Administrator will review each exception request and make a decision for approval or denial.

ii. Appeals

- (a) Should the PROVIDER desire to appeal the Contract Administrator's decision, a written request shall be submitted to the Health Officer within 10 days after the decision by the Contract Administrator.
- (b) All decisions by the Health Officer shall be considered final.

8. Response-time Performance Reporting Procedures and Penalty Provisions

a. Documentation of Incident Time Intervals

- i. PROVIDER shall document all times necessary to determine total ambulance response time, including but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time.
- ii. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.
- iii. All times shall be recorded on the Patient Care Report Form (PCR) and in PROVIDER's computer aided dispatch system.
 - (a) PROVIDER will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for County to independently extract and corroborate Response Time performance.
 - (b) Changes within BOEC CAD:
 - (1) PROVIDER may not make changes to times entered into the BOEC CAD after the event without County authorization.
 - (2) Only County personnel may make or authorize changes to times within the BOEC CAD/Data computer.
 - (3) PROVIDER may request changes from County when errors or omissions are discovered.
 - (4) County has sole discretion to accept changes to times.

b. Response Time

- i. Performance Reporting: Two types of performance reporting are required:
 - (a) PROVIDER will use FirstWatch and FirstPass for comparison of the system's KPIs against evidence-based goals, as well as other clinically sophisticated EMS systems.
 - (1) PROVIDER will extend their FirstWatch and FirstPass software license to first response partners.
 - (b) "Live" monitoring of the system; PROVIDER will utilize "First Watch" to monitor system response intervals and clinical performance of first responders and ambulances.
 - (1) These reports shall be provided directly and independently by First Watch to the County on a monthly basis at the PROVIDER's expense.
 - (2) Subject to County approval, First Watch will be configured by PROVIDER to ensure:
 - (i) real time evaluation of individual variations from performance requirements and any pattern of variations
 - (ii) evaluation of urban response times monthly
 - (iii) observation of rural response times monthly to identify any problematic response time patterns
 - (iv) evaluation of rural response times every six months to determine compliance
 - (v) evaluation of rural response times annually for penalty considerations.

- (c) Within 10 business days following the end of each month, PROVIDER shall document and report to County, in a manner required by County, information as specified in Section Y. Monthly Reporting..
- (d) PROVIDER shall use response time data in an ongoing manner to evaluate and continually improve the PROVIDER's performance and compliance with response time standards.
- (e) PROVIDER shall identify the causes of failures of performance, and shall document efforts to eliminate problems that occur on an ongoing basis.

N Penalty Provisions; PROVIDER penalties imposed will be utilized to offset costs of County system improvement initiatives.

1. Penalties are based on measurement of response time performance for all responses within each response area (Urban, Rural, and Frontier) within the County, grouped by priority level.
2. Calls originating from 911 will be grouped for compliance measurement.
3. For any month in which the system's clinical outcome measures (i.e., the ambulance PROVIDER's Key Performance Indicators in RFP Attachment 5.6.1.) are fully met, the County shall not apply any financial penalties for outlier response times as defined in section N.5.b. and Table 4
 - a. The County shall not assess outlier penalties during the time that the KPIs from Clinical Outcomes Table RFP Attachment 5.6.1.methodology, measures, and reporting, are being validated by the EMSMD, as long as overall system response performance is also met, and shall not exceed the first year of the contract.
4. Isolated instances of individual deviations of response time compliance shall be treated as instances of minor, non-compliance under the Agreement.
5. Severe or chronic deviations of response time compliance may constitute a breach of the Agreement
 - a. Repetitive Non-Compliance;
 - i. Repetitive non-compliance in any given priority/response area subset is defined as
 - (a) Three consecutive non-compliant months, or
 - (b) Four non-compliant months in any twelve-month period.
 - ii. If PROVIDER is repetitively non-compliant in any subset measure, PROVIDER shall submit a plan of corrective action to County within 30 days of being notified of repetitive non-compliance by County.
 - iii. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement, in County's sole discretion.
 - b. Penalties for Outlier Responses
 - i. An "Outlier" Response Time is defined as a response time that is excessive for the priority/response area category, such that it represents a potential threat to patient health and safety.
 - ii. A penalty shall be imposed for any call for which the actual response time equals or exceeds the applicable "Outlier Response Time" set forth in Table 4.
 - iii. Penalties shall be base on the Priority level assigned to the call.
 - iv. The outlier penalty is, in addition to, a penalty assessed for failure to meet the response time compliance requirements.
 - c. Additional Penalty Provisions
 - i. County may impose financial penalties for minor or major breaches of the Agreement.
 - ii. Penalty for Failure to Report On Scene time
 - (a) PROVIDER shall pay County a \$250 penalty each time an ambulance is dispatched and the ambulance crew fails to report and document on scene time.

- (b) PROVIDER, in order to rectify the failure to report an on scene time and to avoid the penalty, may demonstrate to the satisfaction of the Contract Administrator an accurate on scene time.
- (c) Where an on scene time for a particular call is not documented or not demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.
- d. Penalty for Failure to Comply with Response Time Requirements
 - i. PROVIDER shall pay the County a penalty each month that the PROVIDER fails to comply with the response time requirements based on the percentage of compliance for all responses in the categories represented in Table 3 below.
 - ii. Failure of the PROVIDER to achieve at least 88% response time compliance for 911 calls will require that the PROVIDER submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Time requirements.
- e. PROVIDER may also be subject to penalties relating to the failure to provide reports and information to the County by specified due dates, failing to give a detailed verbal report or leave copies of PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport.
- f. County may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 5.
- g. The following specific penalties shall be included in the Agreement:

Table 3. County Response Time Penalties 911 Calls - Code 1, 2 and 3 Responses

Compliance %	Penalty
≥ 89% < 90%	\$5,000
≥ 88% < 89%	\$7,500
< 88%	\$10,000

Table 4. Outlier Response Time Penalties

Outlier Response Times		
Priority Level	Applicable Measures	Penalty per Outlier
Code 3	> 12:59 Urban; 24:59 Rural	\$50/ per minute to maximum of \$500 per incident
Code 2	> 15:59 Urban; >30:00 Rural	\$35/ per minute to maximum of \$500 per incident
Code 1	>30:00 Urban; >40:00 Rural	\$25/ per minute to maximum of \$500 per incident

Table 5. Breach Events and Penalties

Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	\$50 per report per day received after specified due date
Failure to leave completed PCR at receiving facility	100 % of County approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew OR a detailed verbal report will be given at the time of handoff. 100% of the completed PCRs will be provided to receiving facility within 24 hours	\$50 for every instance when the Interim Patient Care Report OR a detailed verbal report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	\$50 per report or data submission per day received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports are due within a specific time from date of the occurrence as defined in County policies and procedures	\$100 per report per day received after the specified time frame from the date of the occurrence

h. Penalty Disputes

- i. PROVIDER may appeal to the County in writing within 10 business days of receipt of notification of the imposition of any penalty or regarding the County's penalty calculations.
- ii. The Contract Administrator will review appeals and eliminate, modify, or maintain the appealed penalty.
 - (a) Should the PROVIDER desire to appeal the Contract Administrator's decision, a written request shall be submitted to the Health Officer within 10 days or receipt of the Contract Administrator's decision on the appeal.
 - (b) All decisions by the Health Department Director shall be considered final.

O Fleet Requirements

1. The PROVIDER is to maintain the number of ALS equipped and fully operational ambulances that represent at least 130% of the peak staffing level.
For example, if the PROVIDER's peak number of ambulances is five (5), then the PROVIDER is to maintain a fleet of at least seven (7) ambulances ($5 \times 130\% = 6.5$ rounded to 7).
2. There is no specific requirement for a minimum number of bariatric capable units or units capable of providing service for a patient with a communicable disease; however, the County expects that the PROVIDER will make provisions to service these type specialty calls on an as-needed basis with appropriately equipped units within a 30-minute time frame in the urban zone.
3. All vehicles and major equipment are to be placed on a "Three- way Lease" subject to County approval.
4. PROVIDER shall maintain two (2) supervisor Quick Response Vehicles (QRV) at the ready 24 hours a day, seven days a week.
5. PROVIDER shall furnish fully-equipped ready reserve ambulances to support any County approved agreements between PROVIDER and fire agencies in the area.
6. Coverage and Dedicated Ambulances, Use of Posts: County accepts the PROVIDER's commitment to employ whatever level of effort is necessary to achieve the response time and other performance results required by this Agreement.
 - a. These specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations.
 - b. PROVIDER shall deploy ambulance resources in a manner consistent with this goal.

P Personnel

1. Treatment of Incumbent Workforce

- a. PROVIDER agrees to maintain, at a minimum, current salary and benefit levels for personnel and consistent with offerings included in its proposal.
- b. PROVIDER shall utilize reasonable compensation and scheduling methods to attract and retain outstanding personnel,
- c. The County in no way intends to restrict the ingenuity of the PROVIDER and its employees from working out new and creative compensation (salary and benefits) programs. The County's goal is to ensure that the PROVIDER initially, and throughout the term of the Agreement, provides a financial benefit to encourage employee retention and recruitment for the system.

2. Character, Competence and Professionalism of Personnel

- a. The County expects and requires professional and courteous conduct and appearance at all times from the PROVIDER's ambulance personnel, support staff, middle managers, and top executives. PROVIDER shall reasonably address and correct any departure from this standard of conduct.

- b. All persons employed by the PROVIDER in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with County requirements at the PROVIDER's expense.
- c. PROVIDER shall ensure that driver's record checks are conducted at least annually., unless the Provider is enrolled in an automated system that reports activity on an employee's driver's license.
- d. PROVIDER shall independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

3. Discrimination not allowed

- a. During the performance of the Agreement, PROVIDER agrees that it will comply with all applicable provisions of federal, state, and local laws, and regulations prohibiting discrimination.
- b. PROVIDER warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated thereunder.
- c. PROVIDER will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age.
- d. PROVIDER will take affirmative action to ensure that employment is offered, and that employees are treated during employment, without regard to their race, religion, color, disability, national origin, gender, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

4. EMS System and Community -- Participation in EMS System Development

- a. PROVIDER shall actively participate in EMS activities, committee meetings, and work groups,
- b. PROVIDER agrees to participate and assist in the development of system changes.

Q Collaboration with Area PROVIDERS

- 1. At a minimum, PROVIDER will maintain positive relationships with area providers, including both hospital and prehospital, and participate in County committees.
- 2. PROVIDER shall work with County to respond to unplanned surges in volume, including but not limited to developing formal subcontracts with area EMS providers.
- 3. Any subcontracts developed by PROVIDER shall be approved by County, in advance, to ensure goals and values of all parties are met.

R Cultural Competency and Health Equity Assessment; (Health Status Improvement, Community Education, Workforce Engagement and Development)

- 1. PROVIDER agrees to conduct an organizational cultural competence self-assessment, provided by the county, within the first contract year and submit results to County by September 1, 2019. This organizational assessment shall identify organizational capacities, including strengths and deficiencies, to achieve three health equity-related outcomes:
 - a. Maintain a diverse EMS workforce that strives to reflect the composition of the community,
 - b. Assure high quality EMS care and EMS patient experience through the provision of culturally and linguistically responsive and appropriate services, and
 - c. Minimize barriers in EMS access, care and communication in culturally and racially diverse populations through targeted community-level interventions.
- 2. The organizational cultural self-assessment shall include, at minimum, the seven focus areas outlined below:
 - a. Governance, leadership, and organizational values
 - i. Perspective, attitudes and commitment towards cultural competence
 - ii. Goal setting, policy making, and other oversight to ensure culturally responsive care

- b. Organizational infrastructure
 - i. Organizational resources are available to deliver culturally competent services
 - c. Workforce recruitment and retention
 - i. Recruitment of a culturally and linguistically diverse governance, leadership, and workforce that is reflective of, and responsive to, the population in the service area.
 - ii. Opportunities exist for promotion of culturally and linguistically diverse employees and support is provided for workforce longevity.
 - d. Staff development
 - i. Staff and providers have requisite attitudes, knowledge and skills for delivering culturally competent services
 - e. Communication and language assistance
 - i. Culturally competent communication exists between and among internal staff
 - ii. Communication materials are available in multiple languages and at no cost to patients
 - f. Services/interventions
 - i. Delivery or facilitation of services in a culturally competent manner
 - g. Planning and monitoring/evaluation for continuous improvement
 - i. Long and short term policy, programmatic, and operational cultural competence
 - ii. Systems and activities needed to track and assess level of cultural competence
 - iii. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
3. PROVIDER agrees to develop and implement a Health Equity and Cultural Competency Workplan to address gaps and opportunities identified by the organizational cultural competency assessment. Work plan shall be submitted to County for approval by September 1, 2019. Approved workplan shall be incorporated into this agreement and shall specify actions Provider will take to address health equity goals described in R.1.a.b.c. . At minimum, work plan will include:
- a. Each of the three health equity goals, specific objectives and actions to be taken to meet goals, a timeline, and outcome measures.
 - b. Any and all efforts to improve cultural competence at the organizational level including leadership commitments, governance, and expectations for all staff
 - c. Operational activities to develop, maintain and support a diverse EMS workforce.
 - d. Workforce development and training on the provision of culturally and linguistically appropriate EMS care.
 - e. Activities to engage diverse communities and gather information to improve EMS access and quality of care.
4. County shall monitor progress of PROVIDER'S work plan activities using process and performance measurements from County-approved work plan.
5. Equity Commitments and Outcomes:
- a. PROVIDER commits to develop a more diverse EMS workforce.
 - i. PROVIDER shall strive to develop and maintain an EMS workforce which reflects the demographic composition of the ambulance service area.
 - ii. PROVIDER shall develop and implement a specific and measurable plan to improve and maintain employment among women, people of color, linguistic minorities and members of other culturally defined communities through the term of the Agreement. The plan shall include the strategic awarding of two Paramedic Scholarships per year as a component of the cultural competency work plan.
 - b. PROVIDER commits to providing high quality EMS care, through the provision of culturally responsive and linguistically appropriate services. PROVIDER shall develop necessary organizational capacities including, but not limited to:
 - i. Training for direct service and supervisory staff to promote a basic level of cultural knowledge and competence

- ii. Training for direct service and supervisory staff to develop knowledge and skills to support specific behaviors to be applied in cross-cultural situations
 - iii. Leadership support for improved cultural competence
 - iv. Funding for cultural competence and responsiveness training
 - v. Development or expansion of key organizational and service delivery policies and foundational documents to include the value and delivery of culturally responsive services
 - vi. Mechanisms for accountability around culturally responsive services - e.g., recognition of improvements in service and management of complaints and other adverse occurrences
 - vii. Offering language assistance at no cost to patients with limited English proficiency and/or other communication needs, to facilitate timely and appropriate access to EMS care and services
 - viii. Provision of easy to understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.
- c. PROVIDER commits to minimize barriers in EMS access, care and communication in culturally and racially diverse populations through targeted community-level interventions.
- i. PROVIDER shall develop and implement a targeted, systematic, and culturally specific approach to community outreach, including interventions which maximize access to diverse populations as appropriate to the health issue being addressed.
 - ii. PROVIDER shall report outcome data related to the following health issues: hypothermia, heat stroke, breast cancer, CPR education, and senior fall prevention. Additional health data may be requested by COUNTY under the terms of this agreement.

S Accreditation

1. Within 24 months following Contract execution, PROVIDER will attain site-specific accreditation through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization.
2. PROVIDER shall maintain its accreditation throughout the term of the Agreement.

T Multi-casualty/Disaster Response

1. PROVIDER shall participate in training, planning, exercising and evaluating potential responses and cooperate with the County in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the County plans.
2. In the event the County declares a disaster within the County, PROVIDER will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.
3. In the event the County declares a disaster within the County, or in the event the County directs the PROVIDER to respond to a disaster in a regional jurisdiction, normal operations may be suspended at the discretion of the County, and the PROVIDER shall respond in accordance with the disaster plan.
4. PROVIDER shall use best efforts to maintain primary emergency services and may suspend non-emergency services upon notification and concurrence of the County.
5. At a multi-victim scene, the PROVIDER's personnel shall perform in accordance with the appropriate County multi-casualty response plan and within the Incident Command System (ICS).
6. During a disaster declared by the County, the County will determine, on a case-by-case basis, if PROVIDER may be temporarily exempt from response time requirements.
7. When PROVIDER is notified that multi-casualty or disaster assistance is no longer required, PROVIDER shall return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement.
8. Notification

- a. Internal Disaster Response Notification: PROVIDER shall develop a plan for immediate recall of personnel during a multi-casualty incident or widespread disaster. This plan shall include the capability of the PROVIDER to alert off-duty personnel.
 - b. Incident Notification: PROVIDER shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty incidents, disaster responses, hazardous materials incidents, and other unusual occurrences.
9. Interagency Training for Exercises/Drills: PROVIDER shall participate in County sanctioned emergency and disaster exercises and drills, and other interagency trainings upon request.

U Supporting Improvement in the First Response System

- 1. PROVIDER will exercise good faith effort to maintain positive working relationships with all County first response agencies including, but not limited to:
 - a. Providing first responder agencies with use of ePCR software (not including hardware, connectivity, etc.) at no cost for integrated clinical care reporting.
 - b. Making PROVIDER's continuing EMS education services available at no cost to all first responders in the County at the level prevailing in the industry.
 - c. Restocking, or reimbursing the costs of, non-durable medical/support supplies and pharmaceuticals utilized in providing first response to 911 medical calls that result in an ambulance dispatch.
 - i. PROVIDER is obligated to provide reimbursement only up to PROVIDER's costs for relevant items.
 - ii. PROVIDER shall collaborate with first responder agencies in meeting this requirement.
 - d. Providing internship opportunities for paramedic students, giving preference to students from training programs located in the area.
 - e. Designating, from among its employees, a single individual as its contact person or liaison for first responder agencies.
 - f. Conducting good faith negotiations to implement fire agencies' Transport Capable Response Units as outlined in Attachment 5.8 of the RFP.
- 2. PROVIDER shall do the following:
 - a. Provide AMR's MEDS ePCR software (not including hardware, connectivity, etc.) to our fire service partners that provide medical first response services within the ASA (Port of Portland Fire, Gresham Fire and EMS, Portland Fire and Rescue, Corbett Fire, and Sauvie Island Fire) at no cost.
 - b. PROVIDER shall lend its purchasing power to all system participants to offset the cost of investing in new equipment and technology, such as cardiac monitors, AEDs, and respiratory equipment.
 - c. PROVIDER will work with County leadership, police chiefs, fire chiefs, local hospitals and other system partners to develop strategies for responses to Mass Casualty Incidents (MCIs) and other disaster events.

V Mutual Aid and Standby Services

- 1. Mutual Aid Requirements
 - a. PROVIDER shall respond in a mutual aid capacity to service areas outside of the County if directed by the Contract Administrator or in accordance with PROVIDER mutual aid agreements.
 - b. PROVIDER shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the County.
- 2. Standby Service
 - a. PROVIDER shall provide, at no charge to the County or requesting government agency, standby services at the scene of an emergency incident where there may be an imminent life

threat as directed by the PSAP/BOEC. This requirement may be met by a transport, non-transport or supervisory unit.

- b. A unit placed on standby shall be dedicated to the incident.
- c. Dedicated stand-by periods exceeding one hour may be billable to the requesting agency.
- d. PROVIDER will support, any requests from fire or law enforcement partners standby to events, where immediate life threats are suspected.
 - i. PROVIDER agrees to furnish this stand-by assistance at no cost to the PSAP/BOEC or to the requesting agency, for the first hour of the incident.
 - ii. PROVIDER will respond to an event with the appropriate transport, non-transport, or supervisor unit.

W Handling Service Inquiries and Complaints

- 1. PROVIDER shall electronically log all inquiries and service complaints as they are received.
- 2. PROVIDER shall provide prompt response and follow up to inquiries and complaints. Responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- 3. PROVIDER shall electronically submit to the County each month a summary of all service inquiries and complaints received and their appropriate disposition and resolution.
 - a. Copies of inquiries and resolutions of a clinical nature shall also be referred to the EMSMD in accordance with the EMSMD protocol.
 - b. Copies of any inquiries and resolutions of a clinical nature shall also be available to the Contract Administrator.

X Fiscal Requirements and Reporting

- 1. Fees include all actual costs for overall administration and supervision of the ambulance contract, specifically including fees or costs associated with the provision of medical direction provided by the EMSMD and online medical direction provided by the Medical Resource Hospital under contract.
 - a. Per Multnomah County Code 21.421, the County EMS Program Office is responsible for administering the ASA and the EMS System including the contract for 911 emergency ambulance services.
 - b. County Code 21.425(C)(9) - Fee requirements for medical supervision and program management and support - provides for inclusion of fee requirements for medical supervision and EMS program management and support in the contract between the County and the PROVIDER providing emergency ambulance services.
 - c. PROVIDER shall be responsible for the costs of this administration and supervision, and medical direction.
 - d. Invoices to PROVIDER shall not exceed the County's actual expenses.
- 2. PROVIDER shall be responsible for the actual cost of medical direction and supervision less any amounts paid by first responder agencies and other agencies for physician supervision.
 - a. County Code 21.417 establishes a County-employed EMSMD, to serve as the medical director for the EMS system, and provide state-required physician supervision of EMS PROVIDERS
 - b. Invoices for a County fiscal year shall not exceed the amounts in the County's actual expense.
- 3. PROVIDER shall be responsible for the cost of supplies and pharmaceuticals used by first responders in patient care resulting in an ambulance dispatch, at the PROVIDER's cost for those items.
 - a. PROVIDER may meet this responsibility in a variety of ways including reimbursement to first responder agencies at the equivalent of PROVIDER's cost, arrangements to stock and restock first responder agencies, and other approaches agreed to by the PROVIDER and first responder agencies
 - b. PROVIDER shall:

- i. Have a direct relationship with each first responder agency for this purpose - without a need for the County to act in a "pass-through" or other supportive capacity.
 - ii. Implement only arrangements that are consistent with CMS "safe harbor" regulations. This typically restricts reimbursement to the actual costs of supplies and pharmaceuticals used in treating patients.
- 4. PROVIDER shall also maintain a pool of durable equipment (e.g. backboards, straps, splints, and immobilization devices) for use by its crews and first responder agencies. Durable equipment shall be marked "Multnomah County EMS."
- 5. PROVIDER shall conduct an assessment of the medical training needs of rural first- responders. Based on this assessment, and a training plan approved by the County, training programs shall be provided for rural responders that will address their training needs and meet medical continuing education standards.
- 6. PROVIDER will be responsible for system cost of up to \$175,000 per year to support joint training.
 - a. PROVIDER will participate in County defined joint first responder/ambulance training programs and mandatory in-service trainings, and shall assist the County with the support, coordination and logistics of such sessions. The training programs may include but not be restricted to updates in collaborative procedures (e.g. ACLS/PALS/NRP, Trauma (equivalency) "pit crew CPR"; MCI updates, customer service and problem resolution as approved by County EMS Office).
 - b. This amount shall be adjusted at the five year extension, based on change in number of systems advanced life support providers.
- 7. **No Subsidy System:** PROVIDER will operate the EMS system without any direct subsidy from the County.
- 8. **Federal Healthcare Program Compliance Provisions**
 - a. PROVIDER shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.
 - b. **Safeguarding Information Technology**
 - i. PROVIDER shall ensure their Information Technology Systems are fully compliant with all applicable state and federal laws, rules, and regulations, including but not limited to, the Health Information Technology for Economic and Clinical Health Act (HITECH) and HIPAA standards and requirements for privacy, security, and electronic exchange of data.
 - ii. PROVIDER shall maintain systems and resources which are fully compliant with the HIPAA Privacy, Security and Electronic Data Interchange regulations.
 - iii. PROVIDER shall maintain firewalls and data back-up plans to protect against improper information access, and to ensure that integral information is available for future use.
 - iv. PROVIDER will maintain a Chief Compliance and Privacy Officer, Chief Information Officer, and Chief Information Security Officer who shall be responsible for the creation and implementation of policies and procedures to comply with these regulations.
 - v. PROVIDER shall maintain Security Standards and Requirements to include standards for physical security; network security; encryption; use of passwords; security data transmissions; and administrative management of all system access.
 - vi. PROVIDER will continue to employ Iron Mountain (or comparable) to store business-critical data, off-site with the purpose of withstanding natural and human-made catastrophes, including acts of terrorism.
 - vii. PROVIDER shall have and implement a comprehensive strategy to secure and protect patients, employees, and partners' confidential data.
 - viii. PROVIDER will use a combination of security technologies, policies, and procedures to ensure the confidentiality of patient-identifiable medical information.

- ix. PROVIDER will maintain an oversight group with responsibilities for maintaining the confidentiality of all data and to protect assets.
- x. PROVIDER shall restrict access to confidential information to authorized users only, and all confidential information shall be stored on equipment in secured data centers.
- xi. Access to locations containing confidential information, shall be controlled and confidential data shall be encrypted in transit to eliminate the possibility of loss.
- xii. Policies shall include, but not be limited to, details on passwords, firewalls, encryption techniques, vulnerability protection, data classification and data retention.
- xiii. PROVIDER shall provide copies of all security and confidentiality policies, as well as data retention policies upon request.

9. Medicare and Medicaid Compliance Program Requirements

- a. PROVIDER shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes.
- b. PROVIDER's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).
- c. PROVIDER will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance.
- d. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service.
- e. PROVIDER will submit the report to the County within 120 days of the end of each contract year.

10. HIPAA Compliance Program Requirements

- a. PROVIDER is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:
 - i. Standards for Privacy and Individually Identifiable Health Information
 - ii. Health Insurance Reform: Security Standards
 - iii. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards
- b. PROVIDER is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information.
- c. Any violations of the HIPAA rules and regulations will be reported immediately to the County along with the PROVIDER's actions to mitigate the effect of such violations.

11. Billing/Collection Services

- a. PROVIDER shall operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.
- b. The billing system shall:
 - i. electronically generate and submit Medicare and Medicaid claims,
 - ii. respond to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- c. PROVIDER shall not attempt to collect its fees for local service at the time of service.
- d. PROVIDER shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

12. Accounting Procedures

- a. **Invoicing and Payment for Services**

- i. County shall render its invoice for any fines or penalties to PROVIDER following the County's receipt of the PROVIDER's monthly performance reports.
- ii. PROVIDER shall pay the County after receipt of the invoice.
- iii. Disputes
 - (a) Any disputes of the invoiced amounts should be resolved with the Contract Administrator.
 - (b) If disputes have not been resolved to the County or the PROVIDER's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

b. Audits and Inspections

- i. PROVIDER shall maintain separate financial records for services provided in accordance with generally accepted accounting principles.
- ii. With reasonable notification and during normal business hours, the County shall have the right to review any and all business records including financial records of PROVIDER pertaining to the Agreement
- iii. All records shall be made available to the County at the PROVIDER's local office or other mutually agreeable location.
- iv. County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.
- v. On an annual basis, PROVIDER shall provide County with reviewed financial statements by certified public accountants for the PROVIDER's ambulance operations in the County and/or separate business records of financial accounting of any other businesses that share overhead with the PROVIDER's ambulance service operation.
- vi. PROVIDER may be required by County to provide the County with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates

13. Performance Security Bond; PROVIDER shall furnish performance security in an amount equal to \$4 Million dollars (\$4,000,000 USD). Performance security may be furnished in either a bond or irrevocable letter credit.

- a. A faithful performance bond; A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the County; or
- b. An 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.

14. Annual Performance Evaluation

- a. Annually, PROVIDER will provide detailed reports and documents as reasonably requested by County to audit PROVIDER's performance under this contract.
- b. The County shall evaluate PROVIDER's annual written contract performance report.
- c. PROVIDER will complete and deliver to County the report.
- d. The following information will be included in the performance report:
 - i. Response time performance standards assessed with reference to the minimum requirements in this Agreement.
 - ii. Clinical performance standards assessed with reference to the minimum requirements in this Contract.
 - iii. Initiation of innovative programs to improve system performance.
 - iv. Workforce & health equity initiatives
 - v. Community engagement activities
 - vi. Compliance of pricing and revenue recovery efforts with rules and regulations and this Agreement.

- vii. Compliance with information reporting requirements
- e. Annually, County shall collect and coordinate compilation of PROVIDERs performance report and other pertinent performance information included, but not limited to the below, for a contract compliance review:
 - i. Complaints concerning service.
 - ii. "Street level" relationships of contracted provider's staff with others in the system.
 - iii. Participation in quality improvement program and assessment of the quality of services performed.
 - iv. Complaints concerning workforce issues.

Y Performance Measures/Performance Contracting

1. PROVIDER will achieve and maintain high levels of performance and reliability.
 - a. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements.
 - b. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.
2. PROVIDER Data and Reporting Requirements: PROVIDER shall facilitate County having mirror image data sets and providing detailed operational, clinical, and administrative data in a manner that facilitates retrospective analysis
 - a. PROVIDER's interface, made available to BOEC, shall provide real time monitoring of PROVIDER's ambulance data screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.
3. Essential Patient Care Record and Assignment Data
 - a. PROVIDER shall utilize an electronic patient care record system (ePCR) that is NEMSIS Gold compliant, meets the requirements of the State of Oregon, and is approved by County for patient documentation on all EMS system responses including first response, patient contacts, canceled calls, and non-transports.
 - i. The ePCR shall be accurately completed to include all information required by and established according to County policies and procedures, and protocols.
 - b. If possible, PROVIDER shall leave a copy of the ePCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with County policy. A detailed verbal report at handoff may substitute for this requirement, with the completed ePCR delivered to the hospital in accordance with state requirements.
 - c. Within 24 hours, PROVIDER shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, non- transports.
 - d. PROVIDER shall identify files or ePCRs for trauma transports (patients meeting trauma system entry criteria).
 - e. PROVIDER shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.
4. Records: PROVIDER shall complete, maintain, and provide to the County, if requested, adequate records and documentation to demonstrate its performance compliance and aid the County in improving, modifying, and monitoring the EMS system.
5. **Monthly Reports Required**
 - a. PROVIDER shall provide, within 10 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein.

- b. PROVIDER shall document and report to the Contract Administrator in writing in a form required by the Contract Administrator.
- c. Response time compliance and customer complaints and resolutions shall be reported monthly.
- d. Reports other than Response Time compliance and customer complaints and resolutions may be required less frequently than monthly.
 - i. At the end of each calendar year, no later than November 30 of the preceding year, the County shall provide a list of required reports and their frequency and due dates to PROVIDER.
 - ii. Reports shall include, at a minimum:
 - (a) Clinical
 - (1) Clinical Outcomes Report as determined by Medical Director;
 - (2) Continuing education compliance reports;
 - (3) Summary of clinical/service inquiries and resolutions; and
 - (4) Summary of interrupted calls due to vehicle/equipment failures.
 - (b) Operational
 - (1) Calls and transports, by priority for each response area and areas outside the County ASA;
 - (2) A list of each call where there was a failure to properly record all times necessary to determine the Response Time;
 - (3) Intercepts with regional PROVIDERs;
 - (4) A list of mutual aid responses to and from system; and
 - (5) EMS transports to and from medical aircraft performed by PROVIDER.
 - (c) Operational performance indicators to mitigate risk:
 - (1) Vehicle accidents or failures per 100,000 miles driven;
 - (2) frequency of employee work related injuries per hours worked;
 - (3) unit hour utilization as an indicator of workforce fatigue;
 - (4) employee turnover; and
 - (5) Workplace satisfaction.
 - (d) Response Time Compliance
 - (1) A list of each call dispatched for which PROVIDER did not meet the response time standard;
 - (2) Canceled calls; and
 - (3) Exception reports and resolution.
 - (e) ePCR and Response Time Statistical Data
 - (1) PROVIDER will provide mirror image database to ensure that the County's independent statistical analysis of contract activity can take place on a real time basis.
 - (2) The records shall, at a minimum, include the following data elements:
 - Unit identifier
 - Location of call – street address
 - Location of call - longitude and latitude
 - Nature of call (EMD Code)
 - Code to scene
 - Time call received (or for transfers; time pick-up requested)
 - Time call dispatched
 - Time unit en route
 - Time unit on scene
 - Time contact with patient

- Time unit en route to hospital
- Time unit at hospital
- Time unit clear and available for next call
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital
- Major trauma
- Number of patients transported
- Number of first responders accompanying if any

(f) Personnel Reports:

- (1) PROVIDER shall provide the County annually with a list of paramedics and dispatchers currently employed by PROVIDER and shall update that list whenever there is a change. Alternatively, PROVIDER may provide County read-only access to that database.
- (2) The personnel list shall include, at a minimum:
 - Name,
 - Address,
 - Telephone number,
 - Paramedic certification and expiration date,
 - Specialty certifications and expiration date and
 - Driver's License number of each person on the list.

(g) Community/Governmental Affairs Report

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

(h) Electronic Access to Reports

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

(i) Other Reports

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

- (iii) PROVIDER will measure, monitor and benchmark KPIs for each Clinical Outcome and Care Element described in Attachment 5.6.
 - a. PROVIDER shall achieve the specified levels of performance on all Clinical Care Elements KPIs for which PROVIDER is accountable.
 - b. This includes producing periodic reports which describe overall compliance with protocols, and provide analysis of protocol compliance challenges and ideas for their resolution.
 - c. The PROVIDER commits to providing data it possesses that is necessary for the multi-agency outcomes improvement processes coordinated by the County.
- (3) The PROVIDER shall provide the County with such other reports and records as may be reasonably required by the Contract Administrator

Z Work Schedules

1. County emphasizes that PROVIDER is responsible for employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Agreement. County will not otherwise involve itself in PROVIDER's management and employee relationships.
2. To mitigate fatigue and safety concerns, PROVIDER's paramedics and EMTs working on an emergency ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.
 - a. Patient care shall not be hampered by impaired cognitive or motor skills resulting from personnel working extended shifts, part-time jobs, and voluntary or mandatory overtime without adequate rest.
 - b. PROVIDER shall provide and follow policies and procedures used to monitor employee fatigue and impairment at the beginning of and throughout the work shift.
 - c. PROVIDER shall use FirstWatch, to view real- time data which may indicate workplace fatigue, such as, but not limited to, the following:
 - i. Per unit time on task
 - ii. Multiple higher priority calls in a single shift
 - iii. Total miles driven in a shift period
 - iv. Number of scheduled shifts in a pay period to include regularly scheduled and overtime shifts.
 - d. PROVIDER will use dynamic employee float pools to add extra hours to the schedule and reduce the need for overtime, overages, and extra shifts. Float pool employees cover open shifts, have some variability of start, and end shift times.
 - e. PROVIDER shall assure every employee gets a minimum of 10 hours downtime between normally scheduled shifts.

AA Other Scope of Work: Patient Fees (Rates)

1. Initial maximum allowable fees under this contract beginning on September 1, 2018.

Advanced Life Support Ambulance Transport:	\$1,350.00
Basic Life Support Ambulance Transport:	\$1,350.00
Non-Transport Fee:	\$200.00
Patient Transport Mileage Fee:	\$27.80

2. The maximum rates chargeable by Provider under this contract will be adjusted annually on the first four anniversaries after contract implementation, starting one year after contract implementation. The adjustment will be determined by the average of the percentage changes of the following consumer price indexes (CPI):
 - the US Medical Care Services index, and

- the Portland-Salem - All Items index,
- Modified to adjust for Provider's ability to collect increased rates from fixed government payors (utilizing the most current Centers for Medicare and Medicaid Services Ambulance Inflation Factor and any changes in State Medicaid reimbursement, and
- Limited to a maximum of 5.5% increase in any single year.

The consumer price indexes to be used are those compiled and reported by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month period, not seasonally adjusted.

EXAMPLE: WEIGHTED CPI CALCULATION					
2.9%	US Medical Care Services				
2.3%	Portland-Salem, OR-WA - All Items				
5.2%	SUM				
2.6%	AVE				
EXAMPLE: CPI ADJUSTED FOR GOVERNMENT PAYORS					
	Provider Payor Mix	Allowed Inflator	Source	Percent of CPI (Allowed Inflator ÷ Weighted CPI Increase)	Weighted Net Collections
Medicare	54.3%	0.8%	CMS AIF	30.8%	16.7%
Medicaid	12.3%	0.0%		0.0%	0.0%
Insurance & Self Pay	33.4%	2.6%	Weighted CPI Increase	100.0%	33.4%
Potential collection of user fee increase (sum of Weighted Net Collections):					50.1%
Weighted CPI Increase					2.6%
Adjusted Allowable Annual Rate Increase (Weighted CPI Increase ÷ Sum of Weighted Net Collections):					5.2%

- Any fee adjustment request other than above will be considered according to the procedures in MCC 21.400.

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 5600002522
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ If this box is checked the limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

☒ Required by County ☐ Not required by County (Needs Risk Manager's Approval)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ If this box is checked the limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

☒ Required by County ☐ Not required by County (Needs Risk Manager's Approval)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

☒ If this box is checked the limits shall be \$2,000,000 per occurrence.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

☒ Required by County ☐ Not required by County (Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Blvd. Suite 400, Portland, OR 97214.

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. Additional originals, hard copies, or faxes are not necessary.

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Completed by: Wendell Smith
Contract Originator

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. 5600002522

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

- ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Non-Profit Corporation authorized to do business in the State of Oregon

Signature: _____

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

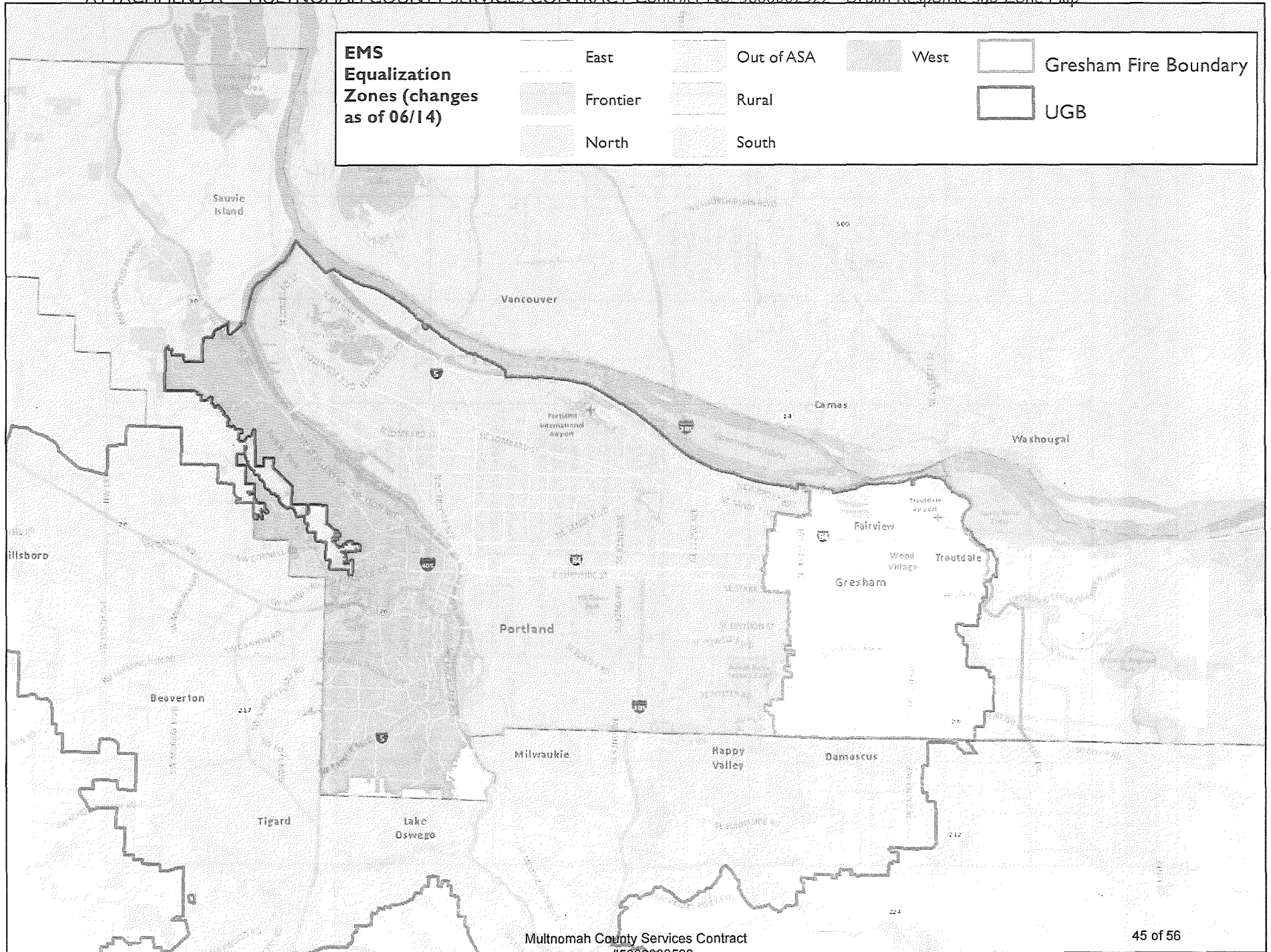
1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- ☐ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- ☐ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. CONTRACTOR makes a significant financial investment in the business.
- ☐ CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____



Clinical Outcomes Table RFP Attachment 5.6.1.						
Clinical Condition	Care Element or Clinical Outcome	Key Performance Indicator	Notes on Metrics	Key Performance Indicator Goal	Comments	Reference on quality
1) Adult Cardiac Arrest						
System-Level Clinical KPIs	Sustained ROSC for PEA arrest			≥ 35%	MCEMS Outcomes: 2016 51% (2015); 39% (2016)	CA EMS Performance CAR-2
	Sustained ROSC for VF arrest			≥ 50%	MCEMS Outcomes: 2015, 2016 58% (2015); 51% (2016)	CA EMS Performance CAR-2
	Sustain ROSC for all CA			≥ 30%	MCEMS Outcomes: 2015, 2016 42% (2015) and 33% (2016)	CA EMS Performance CAR-2
	Survival to Discharge			≥ 16%	MCEMS Outcomes: 2014, 2015, 2016 16.1% (2014), 17.1% (2015), and 16.9% (2016)	CA EMS Performance CAR-4
	Survival to discharge with CPC score of 1 or 2			≥ 90%	MCEMS Outcomes: CARES 2016 = 93% CPC 1-2 combined	
Clinical Care KPIs	Quality of CPR	% of cardiac arrest cases in which manual CPR was performed by contracted ambulance personnel, and had a compression fraction ≥ 80% as measured by CodeStat software	<u>Data Source:</u> Code-Stat software <u>Denominator:</u> Total number of treated cardiac arrest cases in which CPR was provided by ambulance crew members <u>Numerator:</u> Number of Denominator cases in which ambulance crew members' compression fraction was >80%	≥ 90%	Current MCEMS standard	2015 AHA guidelines
	Quality of CPR	% of cardiac arrest cases in which manual CPR performed by contracted ambulance personnel had a compression rate between 90 - 120 compressions/minute	<u>Data Source:</u> Code-Stat software <u>Denominator:</u> Total number of cardiac arrest cases in which CPR was performed by ambulance crew members <u>Numerator:</u> Number of Denominator cases in which ambulance crew members' compression rate was between 90 and 120 compressions/minute	≥ 90%	Current MCEMS standard	2015 AHA guidelines

	Adherence with Ventilation Protocols	% of cardiac arrest cases with ventilation performed by contracted ambulance personnel at 8-12 breaths per minute	<u>Data Source:</u> Code-Stat software <u>Denominator:</u> Total number of treated cardiac arrest cases in which manual ventilation was provided by ambulance crew members <u>Numerator:</u> Number of Denominator cases in which ambulance crew members' ventilation rate was between 8 and 12 breaths/minute	≥ 90%	Current MCEMS standard	2015 AHA guidelines
	Adherence with Medication Protocols	% of cardiac arrest cases in which each indicated medication was administered per protocol in terms of dose, sequencing and timing	<u>Data Source:</u> ePCR software <u>Denominator:</u> Total number of treated cardiac arrest cases in which ambulance crew members were required by protocol to administer any medication <u>Numerator:</u> Number of Denominator patients to whom ambulance crew members administered all medications in accordance with protocol in terms of dose, sequencing and timing	≥ 99%	Current MCEMS standard	2015 AHA guidelines
	Adherence with Electroshock Protocols	% of cardiac arrest cases in which ambulance was first on scene, and delivered the 1st shock if indicated by protocol within 3:00 minutes of arrival on scene	<u>Data Source:</u> Code-Stat software <u>Denominator:</u> Total Number of treated cardiac arrest cases in which ambulance crew members were first on scene, and electroshock was indicated by protocol <u>Numerator:</u> Number of Denominator patients for whom ambulance crew delivered 1st electroshock within 3:00 minutes of arrival on scene at patients side.	> 95%	Current MCEMS standard. NOTE: This is a measure of Ambulance/Fire First Responder team performance	2015 AHA guidelines JC guidelines
2) Myocardial Infarction (STEMI/ Acute Coronary Syndrome -						

Clinical Care KPIs	Aspirin Administration	ASA is administered to all patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS <u>Numerator:</u> Number of Denominator patients to whom were ambulance crew administered ASA at any time during prehospital care	$\geq 99\%$	MCEMS CQI suggests current performance is $\geq 99\%$	CA EMS Performance measure ACS-1
	Performing 12-Lead ECG in the field	Patients with complaints of chest pain, shortness of breath, neck/arm pain, "weakness"/fatigue, epigastric pain or other symptoms suggestive of ACS receive a 12 Lead ECG in the field	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene <u>Numerator:</u> Number of Denominator patients for whom ambulance crew administers a 12 lead ECG at any time during prehospital care	$\geq 95\%$	MCEMS CQI data suggest current performance is $\geq 95\%$	CA EMS Performance measure ACS-2
	Timeliness of obtaining 12-Lead ECG in patients with suspected ACS/STEMI	In patients for whom a field ECG is indicated, interval from arrival of the first unit on-scene to initiation of 12-Lead ECG is $\leq 10:00$ minutes	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene <u>Numerator:</u> Number of Denominator patients for whom a 12 lead ECG is initiated within 10:00 minutes of ambulance arrival on scene	10:00 minutes or less in $\geq 70\%$ of cases	This time reference is current benchmark	
	Receiving hospital notification by EMS personnel	Receiving hospital is notified by EMS personnel of the impending transport of a suspected ACS/STEMI patient	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS <u>Numerator:</u> Number of Denominator cases in which the receiving hospital is notified of impending arrival of and ACS/STEMI patient	$\geq 95\%$ of cases	This percentage is current benchmark	CA EMS Performance measure ACS-4

	Timeliness of alerting receiving hospital re: a patient with possible ACS/STEMI	For patients with suspected ACS/STEMI and a positive field ECG: Interval from completion of field 12-Lead ECG to notifying receiving hospital is $\leq 5:00$ minutes	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI <u>Numerator:</u> Number of Denominator cases in which the receiving hospital is notified of impending arrival of and ACS/STEMI patient within 5:00 minutes of completion of the prehospital ECG	5:00 minutes or less in $>70\%$ of cases requiring notification	This time reference is current benchmark	
	Total Scene Time	For patients with suspected ACS/STEMI and a positive field ECG: Interval from arrival of first unit on-scene (either fire first responder or ambulance) to departure of ambulance from scene is $\leq 25:00$ minutes	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI in which the ambulance arrives on scene first <u>Numerator:</u> Number of Denominator cases in which the ambulance leaves the scene within 25:00 minutes of arrival on scene	$\leq 25:00$ minutes in $\geq 90\%$ of cases	Current MCEMS benchmark	CA EMS Performance measure ACS-3
3) Stroke						
<u>Clinical Care KPIs</u>	Glucose testing for suspected stroke patients	Glucose testing is performed for suspected stroke patients	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of weakness, abnormal speech, inability to walk, and/or incoordination <u>Numerator:</u> Number of Denominator cases on whom blood glucose testing is performed in the prehospital setting	$\geq 99\%$	ref: California EMS	CA EMS Performance measure STR-2

	A stroke screening assessment using a validated pre-hospital stroke screening tool approved by the EMS Medical Director is done on patients with weakness, speech, inability to walk, and/or incoordination	Initial stroke screening assessment on patients with weakness, speech, inability to walk, and/or incoordination is carried out using the Los-Angeles-Prehospital-Stroke-Screen-(LAPSS)-stroke screening tool approved by the EMS Medical Director.	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of weakness, abnormal speech, inability to walk, and/or incoordination <u>Numerator:</u> Number of Denominator cases on whom is screening is carried out using the Los-Angeles-Prehospital-Stroke-Screen-(LAPSS)-stroke screening tool approved by the EMS Medical Director.	≥ 95% of patients with relevant symptoms	Compass, LAS	CA EMS Performance measure STR-1, compass
	Identification of patients with possible large vessel occlusion (LVO) stroke	Patients with a positive LAPSS-stroke assessment tool will be assessed using the Cincinnati Stroke Triage Assessment Tool (C-STAT) to identify patients with possible large vessel occlusion (LVO) stroke	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of weakness, abnormal speech, inability to walk, and/or incoordination and a positive LAPSS-stroke screening tool approved by the Medical Director <u>Numerator:</u> Number of Denominator cases on whom is further screening is carried out using the Cincinnati Stroke Triage Assessment Tool (C-STAT)	≥ 99% of patients with stroke symptoms and a positive stroke screening tool approved by the Medical Director LAPSS	MCEMS Local Stroke DATA	
NOTE	Ambulance personnel issue Stroke Alert to receiving hospital for patients likely to be experiencing acute stroke	An appropriate receiving hospital (primary, interventional, or comprehensive stroke center) is notified by Ambulance personnel of the impending transport of a suspected stroke patient	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of weakness, abnormal speech, inability to walk, and/or incoordination and a positive LAPSS stroke screening tool approved by the Medical Director <u>Numerator:</u> Number of Denominator cases in which the ambulance crew notified the receiving stroke center of the impending transport of a suspected stroke patient	≥ 99% of patients with stroke symptoms and positive LAPSS-screening tool approved by the EMS Medical Director	Current MCEMS performance measure	CA EMS Performance measure STR-4

	Scene time for patients on whom stroke alert has been issued	Scene time (measured from time of arrival of ambulance on-scene to time departure from scene) is 250:00 minutes or less in cases in which stroke alert has been issued.	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients with complaints of weakness, abnormal speech, inability to walk, and/or incoordination, and a positive LAPSS, and for whom a stroke alert has been issued <u>Numerator:</u> Number of Denominator cases in which the ambulance scene time (measured from time of arrival of ambulance on-scene to time departure from scene) is 20:00 minutes or less	250:00 minutes or less in $\geq 90\%$ of patients on whom stroke alert has been issued	MCEMS Local Stroke DATA	CA EMS Performance measure STR-3
4) Trauma						
<u>Clinical Care KPIs</u>	Scene time for patients meeting physiological or anatomical criteria for Trauma System Entry (TSE)	Scene time (time from arrival of ambulance on-scene to time departure from scene) is 15:00 minutes or less	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients meeting physiological or anatomical criteria for Trauma System Entry (TSE) <u>Numerator:</u> Number of Denominator cases in which the ambulance scene time (measured from time of arrival of ambulance on-scene to time departure from scene) is 15:00 minutes or less	$\leq 15:00$ minutes in $\geq 90\%$ of cases	Ref: California EMS	CA EMS Performance measure TRA0
	Control of serious external hemorrhage	EMS personnel attempt to control serious external hemorrhage utilizing the techniques in sequence control attempted per protocol (direct pressure, tourniquet and combat gauze)	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients who have serious external hemorrhage as defined by treatment protocol <u>Numerator:</u> Number of Denominator patients in whom ambulance crew attempted to control hemorrhage per protocol utilizing specified techniques in the proper sequence	$\geq 99\%$ of cases of serious external hemorrhage	Current MCEMS Standard	
	Patients meeting TSE criteria are transported to a Level 1 Trauma Center	All patients meeting TSE criteria - mandatory or discretionary - are transported to a Trauma Center	<u>Data Source:</u> ePCR software <u>Denominator:</u> Number of patients who meet mandatory or discretionary TSE criteria and who are not eligible for diversion from a Level 1 Trauma Center <u>Numerator:</u> Number of Denominator patients who are transported to a Level 1 Trauma Center	$\geq 95\%$ cases are appropriately transported	Current MCEMS DATA	

EMERGENCY AMBULANCE SERVICE
EQUIPMENT LEASE AGREEMENT

WHEREAS Multnomah County (COUNTY) and American Medical Response Northwest (CONTRACTOR) have entered into an Agreement for exclusive emergency ambulance services effective September 1, 2018 ; which contract is incorporated herein by this reference;

AND, WHEREAS under said Agreement COUNTY is listed as the holder of a security interest in all essential equipment to be used by CONTRACTOR in the performance of the emergency ambulance services;

AND, WHEREAS COUNTY and CONTRACTOR wish to enter into a Lease Agreement for said essential equipment which will allow COUNTY to take possession of and operate said equipment in the event of a default by CONTRACTOR of its obligations under the Agreement;

The parties agree as follows:

1. Activation of Lease Agreement.

This Lease may be activated at any time during the term of the Agreement referenced herein, at the sole discretion of COUNTY, upon declaration by COUNTY that CONTRACTOR is in default of the Agreement. COUNTY shall activate the Lease by written notice to CONTRACTOR.

2. Description of Equipment Subject to Lease Agreement.

a. All equipment identified on schedules attached hereto as Exhibit A, and by this reference incorporated herein, is subject to this Lease. Said schedule of items includes the agreed upon amortization schedule of each equipment item over the period of the estimated useful life of equipment of that type. Equipment items may be added to and

retired from the schedules of Exhibit A during the term of the Agreement, provided that the amortization schedule of each equipment item retired from or added to said schedules is amended to reflect that an item has been retired or added.

b. Additions of equipment shall be subject to approval by COUNTY, provided COUNTY shall not withhold its approval so long as the pricing, financing, and amortization terms are consistent with the equipment replacement policy specified in the Agreement.

c. In selecting and arranging for acquisition of equipment for inclusion on the Exhibit A schedules, neither CONTRACTOR nor any owner, officer, employee or affiliate thereof shall directly or indirectly receive any discounts, commissions or other consideration from the supplier or manufacturer except as the full value of such consideration is incorporated as a reduction in the effective purchase price and amortized cost of said equipment.

3. Payment Terms Upon Activation of Lease Agreement.

In the event of a declared default and activation of the Lease by COUNTY as specified in Section 1 above, COUNTY may, at its option:

- a. Elect to assume immediate access to and use of all equipment identified in Exhibit A under one of the following options:
 - i. Assume responsibility for payment to CONTRACTOR on a monthly basis in an amount equal to the lease amounts identified in the schedules attached as Exhibit A, and as approved and amended; or
 - ii. Purchase the equipment identified in Exhibit A for an amount equal to the equipment's then current book value; and, or
- b. At any time during the term of this Lease, terminate without penalty its obligations as lessee of the equipment and relinquish all rights thereto.

4. Term of Lease Agreement.

This Lease shall be effective from the date COUNTY exercises its option to activate the Lease under Section 1 above, and shall terminate upon the expiration of the Agreement referenced herein, or upon COUNTY exercise of its option to terminate the Lease as specified in Section 3(b) above, whichever first occurs.

5. Risk of Loss to Equipment Subject to Lease Agreement.

- a. Prior to the activation of this Lease by COUNTY, CONTRACTOR shall bear all risk of loss to the equipment identified as subject to this lease and shall secure insurance against all risk of loss to said equipment from any cause whatsoever at its own expense, consistent with the terms of the Agreement reference herein.
- b. In the event equipment subject to this Lease is destroyed or substantially damaged so as to render said equipment unusable prior to the activation of this Lease, CONTRACTOR shall replace the equipment at its own cost.
- c. Subsequent to activation of this Lease by COUNTY under Section 3(1) above, County shall be responsible to insure against loss or damage to all equipment identified as subject to this Lease, and in the event such equipment is destroyed or substantially damaged so as to render said equipment unusable, COUNTY shall replace the equipment at its own cost.

6. Maintenance of Equipment Subject to Lease Agreement.

CONTRACTOR shall at its own cost keep all equipment that is subject to this lease in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required. CONTRACTOR shall at its own

expense comply with all laws, regulations and orders relating to the subject equipment, and shall pay all license fees and assessments, and all sales, use, property excise and other taxes or penalties imposed by any governmental body or agency upon any of the subject equipment.

7. Multnomah County's Obligations upon Activation of Lease Agreement.

- a. If COUNTY activates this Lease as specified in Section 3(a) above, it shall have instant and unimpaired use of the equipment subject to this Lease. During the term of the Lease as specified in Section 4 above, COUNTY shall be responsible for insurance, maintenance of equipment and payment of all license fees, assessment, taxes and other costs associated with the subject equipment, and shall assume liability for risk of damage to the equipment.
- b. During all times that COUNTY has actual possession of the subject equipment, it shall assume the risk of liability arising from the operation or use of the equipment, and agrees to defend, indemnify and hold harmless CONTRACTOR from and against any claims, actions or suits arising from its operation or use of the equipment.
- c. COUNTY agrees to keep all subject equipment in as good repair, condition and working order as when it takes possession, with the exception of reasonable wear and tear.

8. Security for Multnomah County's Obligations as Lessee of Subject Equipment.

The financial obligations of the parties to this Lease shall be secured solely by the subject equipment. COUNTY understands and agrees that although it retains a security interest in the subject equipment, title to the equipment does not pass to Multnomah County during the term of this Lease, and possession, including all right

title and interest in the subject equipment shall revert to CONTRACTOR upon termination of the Lease.

Dated this _____ day of _____, 2018.

Multnomah County

By Emergency Services Director

Contractor
