

ANNOTATED MINUTES

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

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:34 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley and Dan Saltzman present.

CONSENT CALENDAR

COMMISSIONER KELLEY PULLED ITEMS C-8, C-10, C-11, C-13, C-14, C-16, C-17 AND C-18 FROM THE CONSENT CALENDAR.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE REMAINING CONSENT CALENDAR ITEMS (C-1 THROUGH C-7, C-9, C-12, C-15, C-19 AND C-20) WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Sarah Mahler, Robert Correll, Lynette Stinson and Paul Mackey to the 1995 BOARD OF EQUALIZATION, BOARD 1
- C-2 In the Matter of the Appointments of Toni Sunseri, Doug Cowley, Joan Larsell and Paul Bonar to the 1995 BOARD OF EQUALIZATION, BOARD 2
- C-3 In the Matter of the Appointments of Charles Sauvie, Donna Kelly, Cora Smith and Sharon Cowley to the 1995 BOARD OF EQUALIZATION, BOARD 3
- C-4 In the Matter of the Appointments of Peter Reader, Scott Liebenguth, Christopher Eykamp, Robert Wiley, Irwin Mandel and Dick Wegner to the CITIZEN BUDGET ADVISORY COMMITTEE
- C-5 In the Matter of the Re-Appointments of Jerry Penk, Mary Schwoerfferman, Mark Jones, Winzel Hamilton, Sara Lamb, Pat Bozanich, Richard Pomeroy, Margaret Boyles, Mark Cvetko and Jane Gordon to the CITIZEN BUDGET ADVISORY COMMITTEE
- C-6 In the Matter of the Appointment of Ed Lyle to the CITIZEN

INVOLVEMENT COMMITTEE

- C-7 In the Matter of the Re-Appointment of Yolanda Valdes-Rementeria to the METROPOLITAN ARTS COMMISSION

SHERIFF'S OFFICE

- C-9 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEARS CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE
- C-12 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for ORIENT COUNTRY STORE, 29822 SE ORIENT DRIVE, GRESHAM
- C-15 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for WEECE'S MARKET, 7310 SE PLEASANT HOME ROAD, GRESHAM

COMMUNITY AND FAMILY SERVICES DIVISION

- C-19 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

RESOLUTION 94-218.

DEPARTMENT OF HEALTH

- C-20 Ratification of Intergovernmental Agreement Contract 201115 Between Multnomah County and Washington County, Wherein the Multnomah County Medical Examiner's Office Will Continue to Provide Washington County with Morgue Pathology Services

Commissioner Gary Hansen arrived at 9:30 a.m.

REGULAR AGENDA

SHERIFF'S OFFICE

- C-8 Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for THE PINK FEATHER, 14154 SE DIVISION STREET, PORTLAND
- C-10 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DAVID'S MARKET, 12217 SE FOSTER ROAD, PORTLAND

- C-11 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for FOSTER FOOD MART, 12918 SE FOSTER ROAD, PORTLAND
- C-13 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for POWELL SUNSHINE MARKET, 13580 SE POWELL, PORTLAND
- C-14 Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for 7-ELEVEN FOOD STORE #16535C, 14725 SE DIVISION, PORTLAND
- C-16 Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DOTTY'S #004, 16353 SE DIVISION, #116, PORTLAND
- C-17 Retail Malt Beverage OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for ROSE BOWL, 3800 SE 164TH AVENUE, PORTLAND
- C-18 Restaurant OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for PIZZA BARON, 2604 SE 122ND, PORTLAND

AT THE REQUEST OF COMMISSIONER KELLEY, BOB BARNHART EXPLAINED THAT DUE TO RECENT ANNEXATION PROCEDURES THE COUNTY NO LONGER HAS JURISDICTION OVER LOCATIONS OF THE CAPTIONED ESTABLISHMENTS. SGT. BARNHART ADVISED THAT THE OREGON LIQUOR CONTROL COMMISSION AND THE CITY OF PORTLAND HAS REQUESTED COUNTY APPROVAL IN ORDER TO EXPEDITE THESE LICENSE RENEWAL APPLICATIONS AND FUTURE APPLICATIONS WILL BE SUBMITTED TO THE CITY OF PORTLAND. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, APPLICATION ITEMS C-8, C-10, C-11, C-13, C-14, C-16, C-17 AND C-18 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-1 Metro Councilor Sandi Hansen Presentation of a Partners for Livable Communities "MOST LIVABLE COMMUNITY" Award to Multnomah County, Oregon

**COUNCILOR SANDI HANSEN AWARD
PRESENTATION AND ACKNOWLEDGEMENT.**

- R-2 Consideration on Whether to Hold a Hearing to Accept Evidence and Argument, or Decide Appeal on the Record, in the Matter of the Appeal of Lydia Mann from Hearings Officer Decision Revoking Appellant's Adult Care Home License

PETE KASTING EXPLANATION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, THE HEARINGS OFFICER DECISION WAS UNANIMOUSLY ACCEPTED. MR. KASTING ADVISED HE WOULD PREPARE A FINAL ORDER OF THE BOARD'S DECISION FOR BOARD APPROVAL.

- R-3 RESOLUTION in the Matter of Designating the Tax Supervising and Conservation Commission to Oversee the Tax Coordination Plan for 1995-96

DAVE WARREN EXPLANATION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 94-219 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-4 Ratification of Intergovernmental Agreement Contract 201155 Between Linn County and Multnomah County, dba CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted Diseases, Tuberculosis and Other Communicable Diseases, for the Period Upon Execution through June 30, 1995

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. AMY GREDLER EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-5 Request for Approval of a Notice of Intent to Apply for a \$986,500 Grant from the Public Health Service for Ryan White Title I - HIV Services Funds, to Purchase Medical Care and Support Services for Persons with HIV Disease Living in the Metro Area and Clark County, Washington

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. TOM FRONK EXPLANATION AND REQUEST FOR BOARD CLARIFICATION ON WHETHER BOARD WANTS PRE-NOTIFICATION OF

FUTURE GRANT APPLICATIONS. BOARD CONSENSUS THAT STAFF PROVIDE EARLY NOTIFICATION. MR. FRONK AND LOREEN NICHOLS COMMENTS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 RESOLUTION Setting a Hearing Date [December 29, 1994] in the Matter of Surrendering Jurisdiction to the City of Portland All County Roads Annexed to the City of Portland Effective June 30, 1994

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. BOB PEARSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 94-220 SETTING HEARING FOR THURSDAY, DECEMBER 29, 1994 UNANIMOUSLY APPROVED.

R-7 ORDER in the Matter of the Sale [at Public Auction or at Private Sale if Not Sold at Public Auction] of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-221 UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

R-8 Budget Modification DCC 3 Requesting Authorization to Increase the DCC Budget by \$62,709 and the Community and Family Services Budget by \$17,105 in Support of the Portland Multi-Agency DUII Enforcement Project through a Grant from the Oregon Department of Transportation to the City of Portland Police Bureau for October 1, 1994 through June 30, 1995

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. GRANT NELSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

- R-9 Budget Modification DA 3 Requesting Authorization to Transfer .50 Legal Assistant Position from the General Fund to the Support Enforcement Division to Serve as the Child Support Liaison to the Neighborhood Based DA Units Throughout Multnomah County
- R-10 Budget Modification DA 5 Requesting Authorization to Reduce the Victims of Crime Act (VOCA) Grant Revenue to Match the Actual 1994/95 Grant Award
- R-11 Budget Modification DA 6 Requesting Authorization to Delete Carryover Funds from the 1994/95 Support Enforcement Division Budget
- R-12 Budget Modification DA 7 Requesting Authorization to Amend the Adopted Budget Appropriation to Conform to the ROCN Anti-Drug Grant Award for 1994/95
- R-13 Budget Modification DA 8 Requesting Authorization to Amend the Adopted Budget Appropriation to Conform to the Finvest Grant Award for 1994/95

FOLLOWING EXPLANATION BY MICHAEL SCHRUNK AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, BUDGET MODIFICATIONS R-9 THROUGH R-13 WERE UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-14 ORDER in the Matter of Granting a Monthly Pension to Chaplain Ed Steele

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-14. LARRY AAB EXPLANATION. ORDER 94-222 UNANIMOUSLY APPROVED.
- R-15 Ratification of Intergovernmental Agreement Contract 800605 Between Multnomah County, the City of Portland, and the Housing Authority of Portland, Providing Law Enforcement and Prevention Services to Housing Authority Properties, for the Period May 21, 1994 through June 30, 1995

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. LARRY AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.
- R-16 Budget Modification MCSO 3 Requesting Authorization to Add \$11,500 to the Sheriff's Office Budget to Cover DUII Overtime Funded by a City of Portland Grant

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-17** Budget Modification MCSO 4 Requesting Authorization to Transfer \$93,741 from General Fund Contingency to the Sheriff's Office to Fund Two Civil Deputy Positions to Handle the Increase in Mental Health Transports

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-17. GLEN POST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ERIC LEE AND JUDGE ELIZABETH WELCH TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. LARRY AAB RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FOLLOWING DISCUSSION AND CLARIFICATION, COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AMEND THE BUDGET MODIFICATION TO ONLY FUND TWO FULL-TIME TEMPORARY CIVIL DEPUTY POSITIONS FOR SIX MONTHS, WITHOUT THE VEHICLES AND WITH THE CAVEAT THAT A LONG TERM SOLUTION BE EXPLORED WITHIN THAT SIX MONTH PERIOD. BOARD DISCUSSION AND COMMENTS REGARDING MERITS OF SEEKING QUALIFIED EMPLOYEES FOR TEMPORARY VERSUS PERMANENT POSITIONS. LARRY AAB, GLEN POST AND BOARD DISCUSSION AND COMMENTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED, AS AMENDED.

- R-18** Budget Modification MCSO 5 Requesting Authorization to Add \$51,344 to the Sheriff's Office Budget to Fund One Work Crew Officer on the Solid Waste Enforcement Team, with Funding to be Repaid by Metro

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-18. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-19** Budget Modification MCSO 6 Requesting Authorization to Reclassify a Sheriff's Operations Technician Position to a Sheriff's Operations Technician Supervisor, and a Sheriff's Operations Technician to an Office Assistant 2, within the Corrections Division Budget

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-19. LARRY AAB EXPLANATION. BUDGET
MODIFICATION UNANIMOUSLY APPROVED.**

PUBLIC COMMENT

R-20 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

Tuesday, November 22, 1994 - 11:35 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

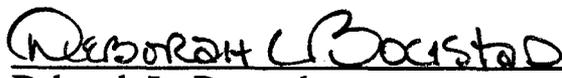
BOARD BRIEFING

B-1 Presentation of Draft Request for Proposals (RFP) for Ambulance Franchise and Discussion of the Process for Selection and Timelines. Presented by Bill Collins and Mike Williams.

**BILL COLLINS AND MIKE WILLIAMS
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION. STAFF TO SUBMIT
AMENDED RFP FOR PUBLIC HEARING AND BOARD
REVIEW AND ACTION ON THURSDAY, DECEMBER
22, 1994.**

There being no further business, the meeting was adjourned at 12:25 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad

Tuesday, November 22, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:40 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

P-1 C 21-94 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Zoning Code Text to Repeal Code Sections That Are No Longer in Use [Due to Annexation of Urban Areas]

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 805 WAS UNANIMOUSLY APPROVED.

P-2 RESOLUTION in the Matter of Reviewing METRO's Region 2040 Preferred Alternative and Recommending Amendments to be Forwarded to the METRO Regional Council for Their Consideration.

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF P-2. MARK TURPEL, GORDON HOWARD AND SCOTT PEMBLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF AMENDMENTS PROPOSED BY CHAIR STEIN UNDER MEMORANDUM DATED NOVEMBER 18, 1994, ADDING LANGUAGE SUPPORTING THE GENERAL DIRECTION OF THE 2040 PLAN; THE DEVELOPMENT OF AFFORDABLE HOUSING PURSUANT TO THE CHAS PLAN; AND RECOMMENDING THAT ALL LANDS SHOWN AS RURAL RESERVES IN MULTNOMAH COUNTY ON THE REGION 2040 PREFERRED ALTERNATIVE MAP REMAIN SO DESIGNATED AND ALL LANDS EAST OF THE SANDY RIVER IN MULTNOMAH COUNTY ALSO BE DESIGNATED RURAL RESERVES. (AMENDMENT #1). STAFF AND BOARD COMMENTS AND DISCUSSION. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, AN AMENDMENT REQUESTING THAT METRO CREATE AND IMPLEMENT POLICIES THAT FACILITATE AND ENCOURAGE REGIONAL COOPERATION AND COORDINATION BY LOCAL GOVERNMENT AGENCIES AND OTHER ORGANIZATIONS THAT PROVIDE AFFORDABLE HOUSING OPPORTUNITIES IN THEIR COMMUNITIES OR IN THE REGION. (AMENDMENT #2). BOARD COMMENTS AND DISCUSSION. AMENDMENT #2 UNANIMOUSLY APPROVED.

**AMENDMENT #1 UNANIMOUSLY APPROVED.
RESOLUTION 94-223 UNANIMOUSLY APPROVED, AS
AMENDED.**

- P-3 Report to Board on Educational Program Proposals Concerning Erosion Control Management of Agricultural Lands. Presented by Steve Fedje, Soil Conservation.**

**SCOTT PEMBLE, GORDON HOWARD, STEVE FEDJE
AND DIANA POE PRESENTATION AND RESPONSE
TO BOARD QUESTIONS AND DISCUSSION.**

**Tuesday, November 22, 1994 - 2:36 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

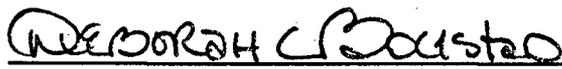
EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations.**

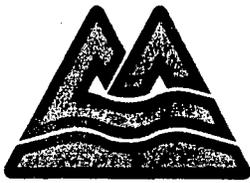
EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 4:20 p.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

NOVEMBER 21, 1994 - NOVEMBER 25, 1994

- Tuesday, November 22, 1994 - 9:30 AM - Regular Meeting Page 2*
- Tuesday, November 22, 1994 - 11:15 AM - Board Briefing Page 6*
- Tuesday, November 22, 1994 - 1:30 PM - Planning Items Page 6*
- Thursday, November 24, 1994 - THANKSGIVING HOLIDAY - OFFICES CLOSED*

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

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

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

Tuesday, November 22, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointments of Sarah Mahler, Robert Correll, Lynette Stinson and Paul Mackey to the 1995 BOARD OF EQUALIZATION, BOARD 1*
- C-2 *In the Matter of the Appointments of Toni Sunseri, Doug Cowley, Joan Larsell and Paul Bonar to the 1995 BOARD OF EQUALIZATION, BOARD 2*
- C-3 *In the Matter of the Appointments of Charles Sauvie, Donna Kelly, Cora Smith and Sharon Cowley to the 1995 BOARD OF EQUALIZATION, BOARD 3*
- C-4 *In the Matter of the Appointments of Peter Reader, Scott Liebenguth, Christopher Eykamp, Robert Wiley, Irwin Mandel and Dick Wegner to the CITIZEN BUDGET ADVISORY COMMITTEE*
- C-5 *In the Matter of the Re-Appointments of Jerry Penk, Mary Schwoerfferman, Mark Jones, Winzel Hamilton, Sara Lamb, Pat Bozanich, Richard Pomeroy, Margaret Boyles, Mark Cvetko and Jane Gordon to the CITIZEN BUDGET ADVISORY COMMITTEE*
- C-6 *In the Matter of the Appointment of Ed Lyle to the CITIZEN INVOLVEMENT COMMITTEE*
- C-7 *In the Matter of the Re-Appointment of Yolanda Valdes-Rementeria to the METROPOLITAN ARTS COMMISSION*

SHERIFF'S OFFICE

- C-8 *Dispenser Class A OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for THE PINK FEATHER, 14154 SE DIVISION STREET, PORTLAND*
- C-9 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEARS CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE*
- C-10 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DAVID'S MARKET, 12217 SE*

FOSTER ROAD, PORTLAND

- C-11 *Package Store OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for FOSTER FOOD MART, 12918 SE FOSTER ROAD, PORTLAND*
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COMMUNITY AND FAMILY SERVICES DIVISION

- C-19 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

DEPARTMENT OF HEALTH

- C-20 *Ratification of Intergovernmental Agreement Contract 201115 Between Multnomah County and Washington County, Wherein the Multnomah County Medical Examiner's Office Will Continue to Provide Washington County with Morgue Pathology Services*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Metro Councilor Sandi Hansen Presentation of a Partners for Livable Communities "MOST LIVABLE COMMUNITY" Award to Multnomah County, Oregon*
- R-2 *Consideration on Whether to Hold a Hearing to Accept Evidence and Argument, or Decide Appeal on the Record, in the Matter of the Appeal of Lydia Mann from Hearings Officer Decision Revoking Appellant's Adult Care Home License (9:30 AM TIME CERTAIN, 15 MINUTES REQUESTED)*
- R-3 *RESOLUTION in the Matter of Designating the Tax Supervising and Conservation Commission to Oversee the Tax Coordination Plan for 1995-96*

DEPARTMENT OF HEALTH

- R-4 *Ratification of Intergovernmental Agreement Contract 201155 Between Linn County and Multnomah County, dba CareOregon, Providing Immunizations, Diagnosis and Treatment of Sexually Transmitted Diseases, Tuberculosis and Other Communicable Diseases, for the Period Upon Execution through June 30, 1995*
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 *RESOLUTION Setting a Hearing Date [December 29, 1994] in the Matter of Surrendering Jurisdiction to the City of Portland All County Roads Annexed to the City of Portland Effective June 30, 1994*
- R-7 *ORDER in the Matter of the Sale [at Public Auction or at Private Sale if Not Sold at Public Auction] of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-8 *Budget Modification DCC 3 Requesting Authorization to Increase the DCC Budget by \$62,709 and the Community and Family Services Budget by \$17,105 in Support of the Portland Multi-Agency DUII Enforcement Project through a Grant from the Oregon Department of Transportation to the City of Portland Police Bureau for October 1, 1994 through June 30, 1995*

DISTRICT ATTORNEY'S OFFICE

- R-9 *Budget Modification DA 3 Requesting Authorization to Transfer .50 Legal Assistant Position from the General Fund to the Support Enforcement Division to Serve as the Child Support Liaison to the Neighborhood Based DA Units Throughout Multnomah County*
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SHERIFF'S OFFICE

- R-14 *ORDER in the Matter of Granting a Monthly Pension to Chaplain Ed Steele*
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PUBLIC COMMENT

R-20 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*Tuesday, November 22, 1994 - 11:15 AM
(Or Immediately Following Regular Meeting)*

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

BOARD BRIEFING

B-1 *Presentation of Draft Request for Proposals (RFP) for Ambulance Franchise and Discussion of the Process for Selection and Timelines. Presented by Bill Collins and Mike Williams. 45 MINUTES TO 1 HOUR REQUESTED.*

Tuesday, November 22, 1994 - 1:30 PM

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

PLANNING ITEMS

P-1 *C 21-94 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Zoning Code Text to Repeal Code Sections That Are No Longer in Use [Due to Annexation of Urban Areas]*

P-2 *RESOLUTION in the Matter of Reviewing METRO's Region 2040 Preferred Alternative and Recommending Amendments to be Forwarded to the METRO Regional Council for Their Consideration. 30 MINUTES REQUESTED.*

P-3 *Report to Board on Educational Program Proposals Concerning Erosion Control Management of Agricultural Lands. Presented by Steve Fedje, Soil Conservation. 15 MINUTES REQUESTED.*



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

SUPPLEMENTAL AGENDA

*Tuesday, November 22, 1994 - 2:30 PM
(Or Immediately Following Planning Items)*

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

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations. 1 HOUR REQUESTED.

MEETING DATE: November 22, 1994

AGENDA NO.: B-1

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: AMBULANCE FRANCHISE REQUEST FOR PROPOSAL

BOARD BRIEFING Date Requested: November 22, 1994

Amount of Time Needed: 45 minutes to 1 hour
11:15 or immed following meeting

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220

BLDG/ROOM #: 160/9TH FLOOR

PERSON(S) MAKING PRESENTATION: BILL COLLINS AND MIKE WILLIAMS

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Present the draft of the Request for Proposal (RFP) for ambulance franchise and discuss the process for selection and timelines

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stine

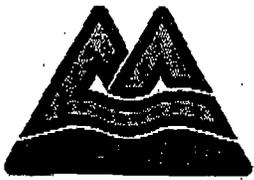
Or

DEPARTMENT MANAGER: _____

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
MULTI-NOMINAL COUNTY
OREGON
NOV 16 AM 11:32



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

FAX TRANSMITTAL MEMO

NUMBER OF PAGES 2 TODAY'S DATE 11-16-94 TIME 11:25
TO: Deb B FROM: MULTNOMAH COUNTY HEALTH DEPARTMENT
COMPANY: Board clerk NAME: Joan S
FAX#: 5262 PHONE#: 3277 FAX#: 248-3676 PHONE#: 248-6432
COMMENTS: Amb Franchise RFP

11-16-1994 11:26AM

503 248 3676

P.01

MEETING DATE: _____

AGENDA NO.: _____

(Above space for Board Clerk's Use ONLY)

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ACTION REQUESTED:

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

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

Present the draft of the Request for Proposal (RFP) for ambulance franchise and discuss the process for selection and timelines.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: _____

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

DRAFT

MULTNOMAH COUNTY

EMERGENCY MEDICAL SERVICES ADMINISTRATION

REQUEST FOR PROPOSAL

for the provision of

EMERGENCY AMBULANCE SERVICE



**MULTNOMAH
COUNTY**

January 4, 1995



Emergency Medical Services

Multnomah County

January 4, 1995

Dear Prospective Bidder:

Enclosed is a detailed bid package by which Multnomah County seeks to procure a contractor for an emergency ambulance system.

It is the County's goal to provide an integrated pre-hospital advanced life support system in the most cost-efficient method available.

The bid package is provided in the following sections:

| | |
|-------------|----------------------------------|
| Section I | Overview |
| Section II | Scope of Service |
| Section III | "Fail Safe" Franchise Components |
| Section IV | Bidding Requirements |
| Section V | Performance Requirements |
| Section VI | Proposal Evaluation Process |
| Section VII | Overview of Multnomah County |

A non-binding Letter of Intent is due on January 25, 1995, at 12:00 noon, to remain active in the consideration for selection.

We invite your submission of a bid proposal as specified in the bid package. All bidders must participate in our Bidder's Conference on January 18, 1995, 10:00 a.m., Portland, OR. Attendees to the Bidder's Conference, are encouraged to submit written questions in advance. After the Bidder's Conference, only written questions will be accepted. Responses to written questions will

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

be sent to all bidders submitting a Letter of Intent.

An original plus 10 copies of the application are due. All proposals shall be tabbed by major sections and are limited to 200 pages for the proposal and 200 pages for the appendices. Please note the deadline for submittal of the bid response will be March 30, 1995, at 12:00 noon. The delivery location for this RFP and all contacts shall be made through:

Bill Collins, Director
Emergency Medical Services
426 S.W. Stark, 9th Floor
Portland, OR 97204
503/ 248-3220

Postmarks are not acceptable. Bids received after that time will not be considered.

We thank you for your interest and look forward to a comprehensive proposal from your organization.

Sincerely,

Bill Collins, Director
Emergency Medical Services

MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES
REQUEST FOR PROPOSAL

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SECTION I
OVERVIEW

**MULTNOMAH COUNTY
EMERGENCY MEDICAL SERVICES**

REQUEST FOR PROPOSAL

Section I - Overview

A. Overview of Request for Proposal (RFP)

Multnomah County, Oregon hereby solicits proposals from experienced and qualified organizations to provide emergency ambulance service to an exclusive ambulance franchise zone in the area known as the Multnomah Ambulance Service Area (ASA). Multnomah County is a county of 465 square miles and an estimated population of 618,600 in 1994. The ASA encompasses nearly the entire county with a few geographical areas excluded due to their ability to be better served by adjoining counties. The service area includes the cities of: Portland (population 471,325), Gresham (population 73,185), Troutdale (population 9,410), Fairview (population 3,735), Wood Village (population 2,920), Maywood Park (population 780), and the surrounding unincorporated areas (approximate population 53,300).

This procurement will establish a franchise for emergency ambulance service including, but not limited to, all ambulance calls requiring lights and sirens, hereafter referred to as Code-3 calls, all ambulance calls requiring an immediate and urgent response without lights and sirens, hereafter referred to as Code-2 calls, requested through any 9-1-1 dispatch center or from a seven-digit number. Dispatch services will be provided by the Bureau of Emergency Communication (BOEC). Staffing of a full time System Status Plan Coordinator at BOEC will be required, 24 hours a day.

This procurement does not contemplate the franchise's coverage for non-emergency or scheduled calls for transportation where an emergency or potential for emergency does not exist.

Bidders must meet all credential requirements as stipulated and scope of service requirements as listed in the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration.

For further listing of definitions for the RFP, please see Attachment I.

The initial contract period will be for five (5) years and may be extended by mutual agreement for a maximum of two, two and one half year periods (2.5 years). Superior performance may be awarded an extension or extensions. A lack of compliance with minimal standards will result in dismissal.

This is a performance-based franchise agreement, operating under the "Fail Safe" franchise model successfully in place in other communities throughout the country.

Details regarding the franchise model, performance standards and other details of the scope of services requested are described in this Request for Proposal.

B. RFP and Other Fees

To assist with defraying the costs of conducting the RFP process, a \$50 fee will apply to all those requesting a copy of the RFP document and a \$5,000 non-refundable fee will apply for all applicants submitting a bid. The application fee shall be submitted in the form of a cashier's check, made payable to Multnomah County. A proposal that is not accompanied by the application fee will be considered incomplete and not processed further.

The provider will be expected to continue the practice of provider support to the EMS Agency. This support is estimated at \$_____ for the franchise provider during the first year of operation. The provider is also expected to pay to the City of Portland a fee for BOEC maintenance and system access fees for the 800 MHZ system. Their fees are estimated at \$1,000/ambulance unit per year.

C. Timetable

| <u>Event</u> | <u>Date</u> |
|--|---------------------------|
| Bid Document Available | January 4, 1994 |
| Bidder's Conference | January 18, 1995 |
| Bidder's Letter of Intent Due | January 25, 1995 |
| Proposals Due | March 30, 1995 |
| Review of Credentials/Proposals | March 31 - April 27, 1995 |
| Recommendations to the Health Officer | April 28, 1995 |
| Announcement of Standing | May 3, 1995 |
| Tentative Award by Board of Commissioners | May 16, 1995 |
| Last Day to Protest | May 19, 1995 |
| Negotiation of Contract | May 16 - June 13, 1995 |
| Approval of Contract by Board of Commissioners | June 16, 1995 |
| Implementation | July - September 1995 |

D. Term of Contract/Renewal Provisions

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m., September 1, 1995 and terminate at midnight August 31, 2000, unless extended, as provided for herein.

Any decision regarding possible renewal of this contract or any extension thereof shall be made at least 12 months prior to the scheduled termination date, so that if no extension is approved, a new bid process can be conducted on a schedule that will identify the new contractor at least 6 months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, managed-care and DRG transport contracts, and other contracts previously serviced by the outgoing Contractor.

It is understood that unforeseeable factors may affect the future operation of the franchise. These factors may include health-care reform, ambulance-cost factors (i.e. transportation costs) and other elements of the economy which may substantially affect franchise operations. The RFP describes documentation and request methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.

E. Response Data

There were approximately _____ 9-1-1 and 7 digit initiated emergency calls in the Multnomah ASA during 1993. Of these calls, approximately _____ resulted in transportation of the patient. Further detailed data is provided in Section VII of the RFP.

F. Minimum Requirements for Review

All proposals will be initially screened by the County Purchasing Department for completeness. The proposers must also then pass a credentialing process which relates to the proposers ability to operate an emergency ambulance service. Proposals that are not complete or do not meet the RFP requirements will be considered non-responsive and not further considered. The proposer who meets the credential requirements and who submits the superior proposal will be recommended to the Board of Commissioners. The Board will either select a proposer or reject all bids. A service contract will be offered to the selected proposer.

G. Cost, Revenue and Charge Review

A significant emphasis on the selection process will be placed on cost, revenue and charge considerations. These include: the quality and reasonableness of projections, description

and commitment to provide verifiable revenue sources, and other patient revenue and patient charge projections.

The ultimate objective of the review process is to define the provider who meets or exceeds the scope of service of this RFP, who is best able to sustain the service over the life of the franchise, and has the most accurate analysis of costs and verifiable sources of revenue. Patient charges are an expected component of establishing and maintaining a stable and long-term ambulance franchise. Excessively low-charge proposals will risk interpretation of a "low-balling" approach and be subject to exclusion. Costs to the patients, as represented by patient charges, however, will remain a key consideration within this framework

H. Contract Compliance and Rate Regulation Committee

Monitoring of the contract awarded as a result of this solicitation, will be conducted by the Multnomah County EMS Department with input from the Contract Compliance and Rate Regulation Committee to be established. The make-up and specific duties of this Committee will be defined at a later date. In general, the Committee will meet regularly and review the response time and other performance parameters of the Contractor and review appropriate rate requests. The Contractor will be required to have their chief operating officer, or the appropriate related position, attend at least 50 percent of the monthly meetings of the Contract Compliance Committee.

I. County EMS Medical Director

The County has designated an EMS Medical Director to provide direction and oversight to the medical components to the EMS system including ambulance service. Contractor will be responsible for adhering to the EMS Medical Director's policies, participating in the Medical Director's audit process and participating in medically related research as defined.

J. Confidentiality

Multnomah County is subject to the Oregon Revised Statutes relating to public records (ORS 192.001 - 192.530). The RFP herein designates that the following RFP materials shall be submitted in confidence, shall remain confidential, and are exempt from disclosure to the extent allowed by law:

1. historical financial information of the bidding firm or entity;
2. financial projections by the bidding firm or entity, as requested in the RFP, and;
3. materials related to the background investigation of the firm conducted under the RFP process.

Proposers who desire that additional information be treated as confidential must identify

the information to be held confidential, cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality.

All such requests will be evaluated by Multnomah County. Should a legal challenge occur regarding a specific bidder's request for confidentiality, it shall be the bidder's responsibility to defend such challenges. The County reserves the right to disclose part or all of the information deemed not to meet the requirements of law; to deem additional information confidential on an individual submittal basis; or, deem confidential additional categories of information applicable to all submittals.

SECTION II
SCOPE OF SERVICE

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section II - Scope of Service

A. Ambulance Service Area

The response area to be served by this RFP is the "Multnomah Ambulance Service Area" (ASA) as approved by the State of Oregon.

B. Exceptions to the Service Area

The exception areas of the county are areas best served by ambulance contractors from other adjoining counties or service by the Contractor to other counties, pursuant to intergovernmental agreement(s). Exceptions to the service area are as follows:

1. Areas within Multnomah County not included in the Multnomah ASA:

- a. The community of Dunthorp;
- b. Portions of Multnomah County located in Lake Oswego;
- c. The Skyline area in the northwest portion of the county;
- d. The area adjacent to Columbia County served by Highway 30; and,
- e. Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties.

2. Areas outside of Multnomah County that are included in the Multnomah County ASA:

- a. The North end of Sauvie Island located in Columbia County; and,
- b. Portions of the City of Portland located in Washington County.

Intergovernmental agreements pursued by adjoining counties or Multnomah County will state the performance standards and monitoring process to assure coordination with these areas of the franchise.

Figure 1 provides a map depicting the response area and its relationship to the County as a whole. Bidder shall plan to locate the number and types of ambulances throughout the region in order to maximally meet the performance standards under the contractor's County-approved System Status Plan.

C. Overview of the Area

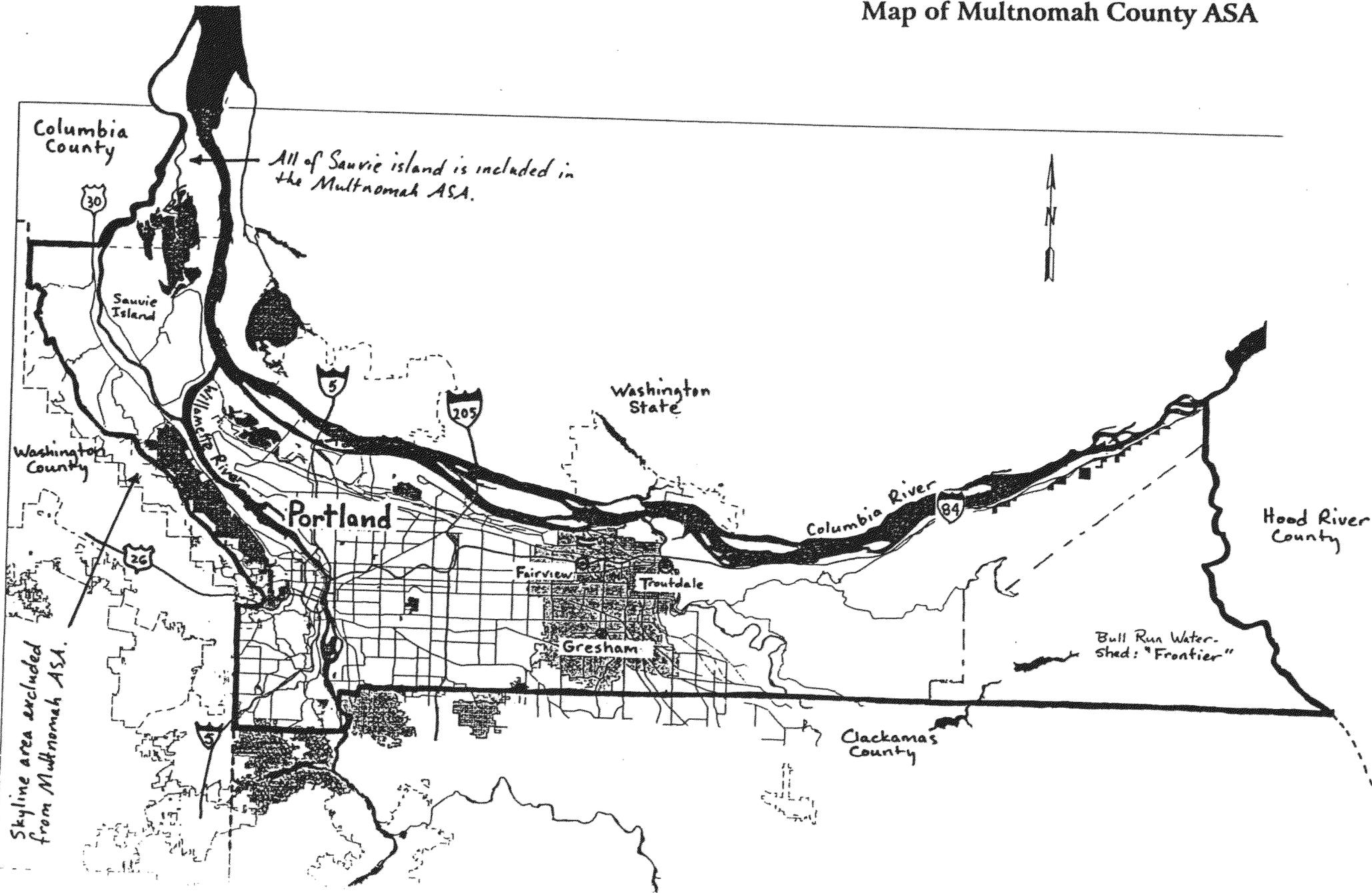
Generally, the area to be served is bordered on the north by the Columbia River or Clark County, Washington and extending from Bonneville to the north tip of Sauvie Island; on the east it borders Hood River County; on the south it borders Clackamas County; and on the west it borders Washington County with the Skyline area inside Multnomah County excluded. With the geographical exceptions and additions to the Multnomah ASA, the 1994 estimated ASA population is 615,000.

There is one 9-1-1 call-answering point in Multnomah County. The 9-1-1 center, known as the Bureau of Emergency Communications (BOEC), answers and dispatches the appropriate first responder and ambulance service. The number of responses for 9-1-1 Public Safety Answering Point (PSAP) and seven-digit emergency ambulance calls within the Multnomah ASA during 1993 was _____. The actual number of patients transported was _____.

These call and transport figures must be used as a basis for preparing and comparing bids. However, no promise or guarantee is made that these figures will accurately reflect actual conditions to be encountered in the ASA during the term of the franchise, or that revenues will reach particular levels.

The proposed ambulance system as described will be a total fee-for-service franchise. That is, the proposer should not expect any subsidy from the County or any of the cities within the County, unless the cities are a sponsoring agency of the bidder.

Figure I
Map of Multnomah County ASA



D. General Requirements and Governing Law

Oregon Revised Statutes (ORS) Chapter 823 requires counties to establish ambulance service areas consistent with a plan for the efficient and effective provision of ambulance service. The Oregon State Health Division is the agency responsible for administering ORS Chapter 823 and has approved the Multnomah County Ambulance Service Plan. The Plan, ORS Chapter 823, and Health Division Rules (Oregon Administrative Rules Chapter 333, Division 28), County ordinances, and rules, the County medical policies procedures and protocols, are incorporated into this RFP by reference. Together with this RFP, they set forth the requirements for service in Multnomah County, and all proposers shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

E. Response Time Zones and Standards

1. General

It is the proposer's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times will be calculated from the moment the ambulance contractor receives the location of the call and the nature of the call, whether that information is received by voice or by automatic data transmission, until the time the contractor or its authorized transporting contractor arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) unit. All response times are measured in seconds, not whole minutes. Arrival on the scene of a first-responder unit shall not serve to stop the ambulance response-time clock. All emergency dispatch services and times will be provided and documented by the Bureau of Emergency Communications.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Bidders are advised that service to the Multnomah ASA must be at or above the level of service as defined in this RFP throughout the ASA. Monitoring of this requirement will include data submitted by the contractor, as required by this RFP, CAD data submitted by BOEC, and oversight by Multnomah County and the Contract Compliance Committee. To become familiar with unique requirements of the region, bidders are urged to contact the various public safety and fire departments/districts in the region. A list of contact persons is listed in Attachment II.

2. Code-3 Calls

Contractor must provide 24-hour, 365-day per year coverage for all Code-3 requests for service for the term of the contract, as defined by medical dispatch protocols. Code-3,

for purposes of this RFP, is defined as all requests receiving a response with lights and sirens for presumed life-threatening or non life-threatening conditions. The contractor must guarantee response times as specified below:

| | |
|----------|---|
| Urban | 90 percent of all calls in 8 minutes or less |
| Rural | 90 percent of all calls in 20 minutes or less |
| Frontier | Calls will be responded to in an expeditious, "best - effort" manner. Immediate response to dispatch to frontier areas is required. |

For a map of response zones, please see Figure 2. A sample of communities by zones (not necessarily a complete list) is provided below:

Urban

The following communities are located within this zone:

Portland
Gresham
Troutdale
Fairview
Wood Village
Maywood Park

Rural

The following communities are located within this zone:

Sauvie Island
Corbett
Areas East of Corbett along the Columbia River

Frontier

The following area is located in this zone:

Bull Run Water Shed

Note: Parts of the County are rural and frontier. Proposers should familiarize themselves with population densities and other factors so as to provide effective and prompt emergency ambulance service.

3. Code-2 Calls

Code-2 calls are not a current practice in Multnomah County. There is no guarantee that the County will develop such a plan, however, Contractor is advised that the possibility for a Code-2 system exists. Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and sirens but requires an immediate response due to a presumption of an urgent but non-life-threatening medical condition.

Currently, all 9-1-1/PSAP calls are dispatched Code-3. There are no current formal Code-2 protocols for dispatch unless a call is intentionally downgraded by a Multnomah County approved requesting party (e.g., first-responder agency, 9-1-1/PSAP). Any Code-2 protocol developed for use by the Contractor will be developed in concert with the first responders, BOEC, and other agencies in the service area.

The Contractor must respond immediately to all Code-2 requests. Each month the Contractor must arrive within 15 minutes on 90 percent of the calls for urban areas, 90 percent within 40 minutes for rural areas. Frontier areas will be responded to on a "best-effort" basis.

4. Dispatch Services

The ambulance must acknowledge dispatch notification within 30 seconds, and the unit shall be enroute within one minute of notification for a total time not to exceed 90 seconds, 90 percent of the time.

F. Penalties

1. Code-3 Calls

Contractor may not refer calls to another agency. In the event that a contractor is not able to respond to all calls and refers that call to another agency or to a Basic Life Support (BLS) transport unit (Paramedic level response is required for all requests in the franchise zone), there will be a \$1,000 per call penalty for that referral.

For those months that the Contractor fails to respond to 90 percent of all Code-3 calls within a time period specified under Response Time Zones and Standards, the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For those months that the Contractor fails to meet the 90 percent standard, a \$100 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for each individual zone (e.g., Urban, Rural and Frontier).

For contract monitoring purposes, each individual zone (i.e. Urban, Rural and Frontier)

shall have a maximum specified response time. For every Code-3 call where the ambulance fails to arrive within the maximum specified time (maximum Code-3 times are: 12 minutes - Urban, 45 minutes-Rural), the penalty will be \$10 per excess minute (e.g., call response times of 12:00-12:59 minutes shall be fined \$10, 12:00-21:59 minutes shall be fined \$20). Calls referred to another agency will be included as part of the response-time requirements.

Alternative response-time parameters provided in collaboration with ALS first-responder agencies may be considered on a pilot basis to the extent they document:

- (1) clear research methodology during the pilot phase;
- (2) written agreements including performance standards with first responders;
- (3) written policies on how the alternative performance standard would be implemented;
- (4) methods to evaluate results of the pilot study; and,
- (5) Cost-efficient outcomes.

Such pilot studies are completely at the discretion of Multnomah County. Pilot program initiation will not be permitted for the first 180 days of the contract.

2. Code-2 Calls

Multnomah County expects the Contractor to meet or exceed the above listed response times on an overall basis each month. For each Code-2 call which the Contractor fails to respond to meet the 90 percent standard, a \$100 financial penalty for each one-tenth of a percentage point less than the 90 percent standard shall be assessed.

For contract monitoring purposes, each individual zone (e.g. Urban, Rural and Frontier) shall have a Code-2 maximum response time. For every Code-2 call where the ambulance fails to arrive within the maximum specified time (maximum times are: 25 minutes for Urban, 50 minutes for Rural), the penalty will be \$10 per excess minute for a maximum of \$300 per call. Calls referred to another agency will be included as part of the response- time requirements.

A summary of response time requirements is as follows:

| Multnomah County Response Time Requirements Summary | | |
|--|--|--|
| Area Classification | Code 3 Calls | Code 2 Calls |
| Urban | ≥90% / < 8 minutes | ≥90% / < 12 minutes |
| Rural | ≥90% / < 20 minutes | ≥90% / < 45 minutes |
| Frontier | "Best-Effort basis" with immediate dispatch required | "Best-Effort basis" with immediate dispatch required |

3. Upgrades, Downgrades, Cancelled Responses and Breakdowns.

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and penalties will be as follows:

a. Upgrades

If an assignment is upgraded prior to arrival of an ALS ambulance unit on the scene, the contractor's compliance and penalties will be calculated from the time the Code-3 call was received by the contractor. The appropriate response-time standard for the zone involved will apply.

b. Downgrades

If a call is downgraded by a 9-1-1/PSAP or based on information from a 7-digit caller and, in accordance with County-approved dispatch protocols prior to arrival on the scene of the ALS ambulance unit, the contractor's compliance and penalties will be determined by:

- (1) If the time of downgrade occurs after the unit has exceeded the standard response time for the zone involved, the more stringent higher-priority standard will apply; or,
- (2) If the time of downgrade occurs before the unit has exceeded the standard response time for the zone involved, the less stringent lower priority standard will apply. In all such cases, documentation must be presented to the County for validation of the reason why a priority status was downgraded. If, in the opinion of the County, the downgrade was justified the longer standard will apply.

- (3) If the public safety answering point (PSAP) downgrades a call (e.g. Code 3 to Code 2), the above maximum response time will apply. However, the ambulance contractor will remain responsible for responding to such a downgraded call at the earliest possible time. For purposes of measuring contract compliance, each incident will be counted as one call dispatched only, no matter how many units respond to the incident.

c. Cancelled Responses

If a call is cancelled prior to the ALS unit arrival on the scene, the contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was cancelled, the priority assigned to the response, and the standard for the zone involved.

d. Multiple Units/Break Downs

If multiple units are responding, then the additional unit's times are measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be \$500.

5. **Waiver of Penalties/Grievances**

The County reserves the right to individually exclude calls from the response-time or percentage calculation of penalties. On any one call, violation of the dispatch performance standard listed above will serve to limit such waivers. Failure to meet the overall dispatch-performance standard will be penalized at a \$100 financial penalty for each one-tenth of a percentage point less than 90 percent. The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. The bidder must specify in their proposal those exceptions for which an automatic exception is requested, if any. In addition, Multnomah County reserves the right to waive response-time penalties during the Initial Coverage Plan phase (first 3 months). Bidder's shall specifically request such a waiver for consideration in the written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation.

6. **Other Response-Time Issues**

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

Ambulance contractors will not be held responsible for response time performance on an emergency response to a location outside the ASA, unless it originates from any area which is serviced by the contractor pursuant to intergovernmental agreement. However, ambulance contractors shall use their best efforts in responding to mutual-aid calls. Responses to emergencies located outside the County will not be counted in the number of total calls dispatched used to determine monthly contract compliance statistics.

Any Code-3 or Code-2 call referred by the 9-1-1/PSAP to an outside agency shall be subject to a \$1,000 fine unless such referral is specifically part of a County-approved mutual-aid agreement. The referral fines may be waived by Multnomah County based on special circumstances. Chronic referral of such calls shall subject the contractor to a review of their System Status Plan. All referrals shall be subject to the response-time standards and penalties stated in this RFP.

The response times established are expressed in terms of the maximum allowable for the response time zones. Ambulance contractors shall provide services within each zone not to exceed these maximum allowable response times.

Penalties for failure to report "at-scene" times for calls will be assessed at \$300 for each incident, but such at-scene times may be established from any appropriate data, including radio transmissions identifying the scene time, completed patient care forms, or first-responder reports. If no at-scene time is reported, the call will be counted as late for purposes of the 90 percent on-time standard and subject to the compliance percentage applicable. A \$300 per call penalty will be the only penalty applied for that specific call. Penalties for willfully falsifying at-scene times by Contractor's field staff will be assessed at \$500 and by Contractor's management staff will be \$1,000 for each incident.

The following table summarizes fines and penalties listed in this RFP.

| Multnomah County Summary of Fines and Penalties | |
|---|--|
| <u>Category</u> | <u>Charge</u> |
| 1. Percentage response (Urban, Rural) below standard | \$100/tenth of percentage point |
| 2. Maximum response time | \$10/excess minute (maximum \$300/call) |
| 3. Code 2/3 referral to an outside agency | \$1,000 |
| 4. Referral to BLS unit | \$1,000 |
| 5. Wilfully falsifying response data by: a. field staff b. management staff | \$500 \$1,000 |
| 6. Breakdown of unit w/patient | \$500 |
| 7. Failure to call "at scene time" | \$300 |

7. Response Time Map Changes

The County may make amendments to the response-time map areas, provided that any such amendments shall be based upon the following criteria:

- a. "Urban" or "urban response zone" means those areas within the urban growth boundary of Multnomah County.
- b. "Rural " or "rural response zone" means those areas outside the urban growth boundary of Multnomah County.
- c. "Frontier area" (minimally populated area - e.g. Bull Run water shed) that are not urban or rural.

No such response-time map amendments shall be made without giving written notice and an opportunity for consultation to the contractor, fire departments/districts, and cities whose territory would be affected. Any contractor, city, fire district or resident which disagrees with any such map amendments may appeal such action to the Board of Commissioners.

G. Term and General Nature of Franchise Contract

A proposer selected by the Board of Commissioners will be offered a contract to provide ambulance service pursuant to the terms of its bid, the RFP and governing law for five years. The agreement may be renewed at the discretion of the Board for two additional two and one half years (2.5 years) under the following conditions:

1. both parties give notice of their intent to renew at least one year before the end of the contract term; and,
2. the contractor has been in substantial compliance with the terms of the contract for the most recent two-year period of the contract.

H. System Status Plan

System Status Plans shall be developed, submitted for approval and adhered to by the Contractor. Changes to the System Status Plan shall be reviewed and approved by the EMS Administration. The Plan shall be submitted to the EMS Administration on at least an annual basis. The maximum planned unit-hour utilization ratio (ratio of transports/unit-hour production) shall not exceed .40 for a 24-hour unit. Higher efficiency levels may be proposed for units scheduled for less than 24 hours, as specified in the bidder's proposal, subject to approval of the County. County must be notified at least 30 days in advance of any change to the Plan.

All resources to be used in this franchise shall be included in this System Status Plan and Three-Way Lease.

I. Mutual Aid

The Contractor agrees to respond to all requests for dispatch and mutual-aid by Multnomah County. All requests for mutual-aid through BOEC for other zones not covered under this contract are the responsibility of the Contractor. Whenever the Contractor receives a request for service in another zone, the Contractor shall immediately dispatch a unit in any Code-3 or Code-2 situation. Should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g. in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform Multnomah County. Multnomah County will then assess the situation and take appropriate steps as necessary to rectify the inequity.

J. Other County Department Calls

Multnomah County may utilize ambulance services to transport County-responsible patients. The County may elect to incorporate an exclusive contract for all or a portion

of these calls as a supplement to the agreement contemplated in this RFP.

K. Equalization of Response Zones

The contractor and the County shall monitor the response times. If the contractor or the County finds that more than 10 percent of the Code-3 or Code-2 calls in any type of response zone are not responded to in the required timeframes in any 2 consecutive months (or 4 months of any 12-month period), contractor may be required to make appropriate adjustments to the System Status Plan to rectify the problem.

L. Staffing Requirements

Responses to 100 percent of all Code-3 and Code-2 calls, within the contract area, shall be handled by a paramedic-level (EMT-P) ambulance. Staffing of each paramedic-level ambulance shall be at a minimum of two EMT-Ps per unit. A policy regarding uniforms shall be submitted by the Contractor to be approved by Multnomah County.

M. Driver Training Requirements

All ambulance personnel must complete a minimum of a 16-hour Emergency Vehicle Operations Course. This course must be repeated for a minimum of eight hours every two years. Multnomah County shall give prior approval to the curriculum of the Emergency Vehicle Operations' Course. This course requirement shall apply to all drivers prior to receiving approval as a driver in Multnomah County. All drivers employed by the Contractor upon contract award date shall have one year from the contract start date to complete the Emergency Vehicle Operations' Course. All drivers applying after that date shall be required to obtain training prior to driver certification. Those drivers who do not complete this requirement will not receive driver certification.

N. Dispatch Requirements

The 9-1-1/PSAP at BOEC will handle services for initial requests, notification and dispatching of Contractor and first-responder services.

The Contractor shall also be required to provide a System Status Plan Coordinator, certified as an Emergency Medical Dispatcher (EMD) and knowledgeable about the contractor's System Status Plan at the BOEC Dispatch Center, 24 hours per day, 365 days per year.

The responsibilities of the Contractor will include:

- (1) Preparation and updating unit postings and move-ups;
- (2) Preparation and updating posting tables (subject to County approval);

- (3) Acting as a facilitator and resource to BOEC dispatch staff; and,
- (4) Maintaining a log of communications/dispatch issues needing County attention.

The County agrees to provide daily onsite review and oversight of ambulance dispatch issues and to assure early resolution of communication/dispatch issues.

Policies and procedures shall be developed by the Contractor and approved by Multnomah County for the staff and their utilization at the BOEC Dispatch Center.

O. Vehicle and Equipment Requirements

Bidders shall define and defend the minimum number of ambulance vehicles believed to be necessary to fulfill this contract. The Contractor shall provide at least a minimum number of vehicles which is defined as 133 percent of the vehicles required at the peak load of the System Status Plan. All vehicles shall be new at the time of initiation of this contract unless the bidder can supply an acceptable alternate plan. Each vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture. Each vehicle shall have a standard floor plan approved by Multnomah County. Each unit should be a Type I, Type II, or Type III model, as defined by the above standards.

Each vehicle should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. Both the floor plan and maintenance program shall be submitted with the RFP response. Each vehicle should have a minimum interior height to allow for multiple patient transports and up to four stretchered patients per vehicle. Each vehicle shall have markings approved or designed by Multnomah County to include 9-1-1 emergency number advertising. Each vehicle shall meet ambulance equipment standards of the State of Oregon and Multnomah County. All current stock ALS equipment (i.e., drug boxes, shock trousers, radios) shall be supplied at 110 percent of peak-load requests. Bidder shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls.

P. Data Collection and Evaluation Requirements

The Contractor shall be required to complete all forms and data reports required by the County to include field-assessment forms, and standardized data, as well as cooperate and participate in field research as requested including special medical and trauma studies. Response-time summaries, by geographic zone including the listing of all response-time exceptions, shall be reported at least monthly. Data collection requirements shall be completed and submitted on a weekly basis or monthly as specified by Multnomah County. Additionally, reports to the Contract Compliance Committee may vary from month-to-month depending on specific issues that need to

be addressed. These reports will include: response-time standards in a format proscribed by Multnomah County including the ability to sort by fire district, incidents of unit breakdowns, listing of calls referred to other agencies or to a BLS unit, "Level-0" time, mutual-aid response times, call downgrades or other reports used to determine contract compliance. Standard reports to the Contract Compliance Committee will be for activities of the month immediately prior.

In addition to hard copies, data shall be submitted to the County in computer format, in a manner and format proscribed by the County and compatible with the County's GIS mapping system.

Q. Communications Requirements

The EMS radio system is part of a new 800 MHz trunked system near completion in Multnomah County. The Contractor shall assure that each ambulance unit within the County, shall be equipped with appropriate emergency communication and alerting devices. The standard emergency vehicle should include the ability to communicate at all times and locations with the 9-1-1/ PSAP at the BOEC Dispatch Center, (on approved 800 MHz frequencies), ability to communicate with the Medical Resource Hospital, or by cellular phone, ability to communicate with other 9-1-1/PSAPs, first-responder agencies (as permitted by law) and availability of the HEAR radio system. An alerting device should include one pager and one matched-tone coded, hand-held radio with vehicle adapter, at least with a six-channel capability. This capability should be for each ALS unit in the System Status Plan. These communication devices should also be listed on the three-way lease.

A Mobile Data Terminal (MDT) and Automatic Vehicle Locator (AVL), meeting County specifications, are required for each responding ambulance. Contractor agrees to purchase the radio, AVL system and MDT as required and allow BOEC to maintain the equipment. Surplus equipment from existing providers may be available. Additional details on the EMS communication system, dispatch procedures and surplus equipment will be available at the bidder's conference.

Contractor shall be responsible for contracting the maintenance of all radio equipment, except HEAR radios, cellular phones and pagers. and an access fee for the communication system to be provided for and payable to BOEC. The current fee is approximately \$1000/unit per year.

It is understood that the rural nature of portions of Multnomah County may make radio communications limited on some locations. Current Multnomah County frequencies are provided in Attachment IV.

Each individual employee and supervisor should have the capability of carrying a pager off-duty for disaster recall or other use. Appropriate and professional radio communications are expected by field personnel and dispatchers.

R. Multi-Casualty Response

The Contractor shall be required to develop a mechanism for immediate recall of staff for units during multi-casualty incidents (MCI), times of peak overload, or widespread disaster situations. This plan should include the ability of the Contractor to page and alert off-duty personnel.

S. Financial Requirements

Multnomah County expects bidders to establish, in their responses to the RFP, that bidders have a firm commitment to maintain:

1. sufficient financial capacity to commence all services listed in the RFP on or before September, 1995; and,
2. sufficient financial resources to maintain all services for at least the primary franchise period of five years.

It is incumbent upon the bidder to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the bidder :

1. understands and documents all costs associated with the franchise;
2. has documented and supported all revenue sources, and;
3. has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

Documents and required budget formats provided in this RFP are intended to assist with this determination. Failure to provide these documents, in the detail or at the level of documentation required, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the bidder's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g. bonds, letters of credit, etc.) to allow the County to operate the franchise for a six-month period should a default and takeover occur. Any legal limitation or inability to meet the County standards must be explored by potential bidders and disclosed in the bidder's letter of intent.

T. Pricing Requirements

The bidder shall supply their proposed patient charge for services rendered, should the bidder be awarded the contract. Bidder should note that charges to patients are a

significant factor in the rating of the proposals. All prices submitted should be labeled "proposed" as Multnomah County reserves the right to increase or decrease basic service charges to match service-delivery expectations and ultimate contract negotiation.

Upon award of a contract, the Contractor may charge only the charges authorized. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first year. All other changes to the rate structure must be approved by the Board of Commissioners through the Compliance and Rate Regulation committee based on substantial documentation of need. All documentation shall be provided based on a format supplied by the EMS Administration.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as other franchise patients are not subsidizing these special arrangements. No alternative arrangements will be allowed for the first year.

U. Funding of ASA Supervision

The contractor must furnish \$ _____ to Multnomah County per year, payable quarterly, to fund the projected costs of supervising and administering the ASA and for medical direction. The actual amount may be adjusted to reflect total costs (currently at \$420,000) less licensing fees, less shared medical director costs plus unrecovered RFP costs. This fee is to be derived from the fixed-rate charges of the contractor and not be recovered through a specified add-on charge to the patient. This fee will automatically be increased each year by at least the CPI or other increases due to new costs of supervision and administration of the ASA, as determined by Multnomah County.

V. Other Requirements

1. "Move Up and Cover" Requirements

The Contractor must agree to respond in a "move up and cover" capacity to other service areas outside the County, if so directed by Multnomah County.

2. Ambulance Plan and Policy Requirements

Contractor must comply with the provisions as specified in the Multnomah County Ambulance Service Area Plan approved by the State. This plan, the RFP itself, coupled with the State of Oregon's EMS policy and procedures and other "governing law", defines the policy requirements of this contract. For a copy of the Multnomah ASA Plan see Attachment V.

3. First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the

contractor will be expected to document their experience and future program to coordinate with first responder agencies. The Contractor must demonstrate their ability to integrate their service with existing first responder, BOEC and allied agencies. Regular training programs provided by the contractor and scheduled coordination meetings with these agencies are required. The Contractor must conduct an assessment of medical training of first responders and BOEC staff. Based on this assessment and approval by Multnomah County of a training plan, training programs must be provided and must orient to the needs' assessment and be directed towards assisting first responders in meeting medical continuing education standards. Contractor must agree to participate in training on multiple-casualty incidents. All training shall be consistent with County medical control policies. Specific plans with regard to coordination and training must be provided in the response to the RFP.

4. Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within deadline established.

5. Supervision and Medical-Control Requirement

Contractor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel at least once every six months. The supervisory personnel shall be in sufficient numbers to provide field evaluation according to State policy and necessary job supervision. Supervisory personnel will attend regular meetings with the EMS Administration as required.

Contractor shall provide, at a minimum, one (1) field supervisor available in Multnomah County 24 hours a day. This person shall be immediately available and in the field during the peak-load periods of the Systems Status Plan and immediately available to the field during other hours. The supervisor shall be dedicated solely to the Multnomah ASA and shall act as a liaison to the County and related public-safety agencies.

Typical duties shall include, but not be limited to automatic response to:

- (a) incidents requiring two or more ALS-unit response;
- (b) multi-casualty or disaster incidents;
- (c) hazardous materials incidents involving patient care; and,
- (d) life-threatening incidents in immediate area of supervisor at time of dispatch.

Policies, procedures and qualifications of the Field Supervisor must be included in the proposal. Field Supervisor units shall be so configured as to carry additional manpower and equipment as required to serve the Multnomah ASA.

A Field Training Officer (FTO) program is also required. Contractor must supply with their bid, the proposed policies on the FTO program, including minimum qualifications and specific hiring/promotion policies of the FTOs.

Overall EMS system and Contractor medical control shall remain with the County Medical Director and the appropriate EMS committees.

6. **Safety and Risk Program**

Bidders shall provide a safety and risk management program which shall at a minimum include:

- a. A safety manual that insures compliance with OSHA requirements.
- b. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect them from danger; and preserve them from loss.
- c. A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- d. A person must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.
- e. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam;
 - (2) physical capacities evaluation; and,
 - (3) regular drug screening of employees as permitted by law.
- f. A driver-safety program that meets or exceeds any state requirements.
- g. A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
- h. A safety committee that meets monthly and involves no less than four employees and is representative of all departments.

7. Support to Search and Rescue Responses

The Contractor shall agree to provide support and respond to Fire Department and County Sheriff dispatch requests for search and rescue (SAR), provided at or above the current level of search and rescue response.

8. Public Information/Education Component

At a minimum, the proposer shall to prepare and implement an EMS public information, education and prevention plan for the Multnomah ASA. Bidder shall specify the plan's components but must include: appropriate access to EMS services, prevention, recognition and response to heart attacks, and injury prevention programs. The plan must be provided in the bidder's response to this RFP and demonstrate coordination with programs of first responder and PSAP agencies and shall be approved by Multnomah County.

9. Hazardous Materials Incident Training

Proposers shall provide employees a minimum of four (4) hours annually of continuing education curriculum specifically dealing with hazardous materials response and treatment protocols. Contractors shall stipulate in their proposals a plan for all EMTs to meet the First Responder Awareness level as defined in National Fire Protection Association (NFPA) 472 Standards for Professional Competence of Responders to Hazardous Material Incidents, as well as the Level I competencies as defined in NFPA 473, Competencies for EMS Personnel Responding to Hazardous Material Incidents. In addition, all EMTs shall receive at least four hours refresher training annually to maintain these competencies. Contractor will participate in multi-agency hazardous material drills quarterly and local hospitals semi-annually. Documentation of such training and drills shall be submitted to the County quarterly.

10. System Requirements

The Contractor will agree to participate in EMS system components required for effective delivery of emergency medical care. Such requirements include paramedic, nurse and trainee ride-a-longs, disaster drills, continuing education programs, even if they are not employees of Contractor. Contractor may establish reasonable standards for ride-alongs and other EMS system training opportunities as approved by Multnomah County. Additionally, the Contractor shall provide specific plans for "move up and cover" and multi-casualty response and other training.

11. Helicopter Air Ambulance Services

The County reserves the right to continue to allow helicopter air ambulance

services for emergency and non-emergency calls. This includes flights and transportation within the Contractor's primary service area. Multnomah County is considering a plan that would designate helicopter response zones in some rural and frontier areas with the helicopter as the ambulance responder for that area. Such plans will be coordinated with the ambulance provider. The Contractor should comply with all provisions of service that are deemed to be in the best interest of patient care.

12. Subcontracts/Legal Entity

A single contractor is required for this agreement. The RFP response may propose a subcontract with another agency, subject to County approval and limited to:

- a. billing;
- b. vehicle maintenance;
- c. up to 10 percent of the unit hours; and,
- d. up to 10 percent of management.

The bidder and each subcontractor shall provide complete financial records as stipulated in this RFP. The contractor and each subcontractor shall also remain fully responsible and liable for all actions as they relate to this contract.

The proposer must be a single legal entity. The proposer may be formed as a partnership of other legal entities, as a corporation in which other legal entities are shareholders, or as an intergovernmental entity under ORS Chapter 190. If the proposer relies on the prior experience or unit-hour production of a partner, shareholder, or constituent governmental agency for the purposes of meeting the requirements of this RFP, then:

- a. each partner, shareholder, or constituent governmental agency must individually be prepared to guarantee that all of the franchise requirements will be met and be jointly and severally liable for any breach of contract, tort, rule violation, infraction, or penalty imposed;
- b. written documentation shall be submitted that describes the precise nature of the legal relationship of the partners, shareholders or constituent governmental agencies, including an opinion letter from legal counsel, admitted to the Oregon State Bar, confirming the legal validity and enforceability of the agreement;
- c. all partners, shareholders, or constituent governmental agencies owning

or providing 25 percent or more of service to the proposal, either at the time of submission of the bid or under any future change in the provision of service (subject to County approval), must individually meet all the experience, unit-hour production, and standards of this RFP; and,

- d. Other partners, shareholders, or constituent governmental agencies providing any unit-hours of production to the franchise must meet the proportionate experience (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards as specified in the RFP.

All subcontractors providing unit hours of production to the franchise shall document experience at the commensurate level (e.g., unit-hours proposed at 10 percent must document experience at that level) and shall meet all the appropriate standards specified in this RFP.

All subcontracts shall include language, to be approved by Multnomah County, allowing automatic assumption by Multnomah County should a County takeover of ambulance operation occur.

SECTION III

"FAIL SAFE" FRANCHISE COMPONENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section III - "Fail Safe" Franchise Components

A. Three-way Lease Requirements

All equipment, new or used (i.e., vehicles, radios, MDTs, AVLs, drug boxes, pagers, shock trousers, etc.), which is used by Contractor in the performance of this contract, whether used for work performed within the primary service area, whether regularly scheduled either full time or part time), as listed in the approved System Status Plan, shall be incorporated into a three-way lease. Maintenance of all radio equipment (except HEAR radios, cellular phones and pagers) will be maintained by BOEC.

Billing and collection hardware and software shall also be included in the Three-Way Lease. As an alternative, the bidder may propose a contract for such services, for no less than six months, which would automatically go into effect in the event of default. The bidder shall also propose a fee for such services should the alternative contract go into effect.

The Three-Way Lease must meet the following requirements:

1. The lessor and owner of the equipment shall be a legal entity independent of the Contractor.
2. The primary lessee shall be the County.
3. Contractor shall sublease said equipment from the County and guarantee payments owed under both the primary lease and the sublease.
4. Primary lease payments owed lessor shall be deducted monthly and automatically from Contractor's payments from the Lock Box Account and paid to lessor by the financial institution operating the Lock Box Account, in accordance with provisions set forth in the Lock Box Agreement, and with provisions of the primary equipment lease and equipment amortization schedules approved in writing by the County.
5. The County's obligation to make primary lease payments shall be limited to the related provisions defined by the terms of the Lock Box Agreement and the primary lease agreement.
6. Both primary lease and sublease take the form of a master lease, with individual equipment items or groups of items set up on separate schedules, so that items

may be added to and retired from the leasing program throughout the term of this contract, and the amortization schedule of each equipment item shall not exceed the safe useful life of equipment of that type, as presented by Contractor in its proposal submission.

7. The terms of payment of the primary lease shall be the same as the terms of payment of the sublease.
8. Except for its guarantee of County's primary lease payment obligation, Contractor's rights and obligation under the sublease shall be automatically terminated in the event Contractor is found in major breach of this contract and the nature of that breach is determined by the EMS Administration to be dangerous to public health or safety. In such event, County's rights and obligations under the primary lease shall not be affected, and County shall have access to and use of all leased equipment so long as the financial institution operating the Lock Box Account continues to make payments owed under the terms of the primary lease.
9. In the event of default by Contractor, the financial institution operating the Lock Box Account shall continue to make primary lease payments and so long as such payments are being made, County shall have use of the leased equipment. Provided, however, that the terms of the Lock Box Account Agreement shall stipulate that disbursements to the County from the Lock Box Account of funds which, in the absence of Contractor's default, would have been paid to Contractor, shall be subordinate to payments owed lessor under the primary lease agreement. That is, the financial institution operating the Lock Box Account shall make the primary lease payment to lessor each month, prior to making payment owed County. Similarly, so long as no default has occurred, the financial institution operating the Lock Box Account shall make primary lease payments to lessor from money's withheld from distributions owed Contractor, and such payments shall constitute Contractor's payments to County under the subleasing agreement.
10. Original equipment costs, effective interest rates, amortization schedules, end term purchase rights and rights to salvage values of fully amortized equipment, if any, shall be so structured in both the primary lease and the sublease that, should takeover by the County occur, the effective unamortized principle then owed would not exceed the fair value of the leased equipment, the effective interest rate would be reasonable competitive with commercial leasing rates at the time, and County's end-term rights would be consistent with similar commercial leasing arrangements.
11. In the event of takeover by County, all end-term purchase rights and rights to salvage value of retired equipment, if any, shall accrue to the benefit of County.

12. All insurance required by lessor relative to said equipment shall be secured and paid for by Contractor. In the event of takeover by County, County shall secure and pay for its own insurance as required by the terms of the primary lease.
13. Leases to the County shall follow general Multnomah County procedures.

It shall be Contractor's responsibility to arrange for and develop the three-way leasing program as described herein, subject to the approval of County's legal counsel, provided, however, that so long as the leasing program is consistent with the provisions of this subsection, such approval shall not be unreasonably withheld.

In connection with the lease and sublease, Contractor shall establish a reserve fund in an amount acceptable to the County, to be utilized for replacement of vehicle or vehicle chassis.

B. Lock Box Account Required

It shall be Contractor's responsibility to develop and submit for approval by County's legal counsel, an Accounts Receivable Lock Box Account Agreement, hereafter referred to as "Lock Box Account," which meets the various requirements of this Agreement which are applicable to the Lock Box Account. Contractor shall select a local financial institution, acceptable to the County, where the Lock Box Account shall be established, and shall so inform the Director of Human Services. In general, the Lock Box Account Agreement shall:

- a. Provide for deposit into the Lock Box Account for all payments made by consumers and third party payors for emergency medical services or ambulance services rendered by Contractor within or originating within Multnomah County.
- b. Acknowledge that all outstanding accounts receivable generated for the services referred to in (a) immediately above are the property of the Lock Box Account.
- c. Establish County as the owner and beneficiary of the Lock Box Account and define Contractor's rights to disbursements from the account in accordance with applicable provisions of this Agreement.
- d. Incorporate by specific references the role of the financial institution operating the Lock Box Account in carrying out the various end term provisions, takeover provisions, contingency fund withhold provisions and other applicable provisions of this Agreement.
- e. Provide for retention of sufficient funds from initial Contractor payments and accounts receivable to ensure timely payment of monthly payments

to be made by the financial institution on Contractor's behalf (e.g., equipment lease payments, late run or other specified deductions or deductions for faulty data).

- f. Provide for routine disbursements to Contractor on a daily or weekly basis.
- g. Provide for a practical method of record keeping and reporting designed to allow the County to maintain an accurate accounting of the current status of all outstanding accounts receivable, related to the services described in (a) above, sufficient to allow County to take over billing and collection functions, if necessary, at any time with or without Contractor's cooperation.
- h. Provide a clear audit trail and accounting system for handling collection by Contractor and conveyance to the Lock Box Account of walk-in payments and monies collected by Contractor for inter-jurisdictional transport service.
- i. Provide for payment of Lock Box Account administrative fees by Contractor.
- j. Provide for subordination of specified payment obligations from the Lock Box Account to payments owed by the parties pursuant to the "three-way leasing program."
- k. Provide for payment to the County of all fines and penalties within 30 days of their invoice to Contractor.
- l. Provide for fiscal reports that are prepared on the basis generally accepted accounting principles and procedures.

C. Performance Security Provisions

This procurement is structured to recognize the fact that even a stable entity of good reputation may have difficulty in securing performance bonding for a contract of this nature. For this reason, the County shall require a performance security, provided that the Contractor may furnish such performance security by way of any one of the four methods listed below or by a combination of methods approved by the County.

Furthermore, for breach of contract as defined herein, the Contractor shall be subject to a payment to the County as liquidated damages in an amount separately established and in the Lock Box Account, which amount the parties specifically agree is approximately sufficient to cover most, but not all, of the County's cost of takeover of operations and re-bidding of the contract.

Contractor understands and agrees that, in the event of major breach by the Contractor, the nature of which may endanger public health or safety, the County is required by law and by moral duty to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach, and Contractor is similarly obliged to assist the County in that effort, even if Contractor disagrees with the determination of default.

In addition to the special three-way equipment lease arrangement, the special provisions of the Lock Box Account, and liquidated damages provisions, Contractor shall furnish performance security in an amount of \$500,00 in one of the following forms:

1. **Performance Bond**

A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the EMS Administration that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

2. **Irrevocable Letter of Credit**

An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.

3. **Cash Deposit**

Cash which must be deposited with an escrow holder acceptable to Multnomah County and subject to an escrow agreement approved by Multnomah County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the contractor.

4. **Combination of the Above**

A combination of the above, acceptable to the County.

Whatever form of performance security is selected by the bidder, bidder's bid proposal shall indicate the form selected, and shall include full and detailed documentation of bidder's ability to comply with the requirements as planned.

Any performance bond furnished by Contractor in fulfillment of the requirements of this agreement for performance security shall provide that said bond shall not be cancelled by the bonding company for any reason except upon 30 days advance written

notice to County and to three-way leasing company, of the bonding company's intention to cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond may be deemed a major breach of contract. The performance security shall be adjusted annually based on the Annual Consumer Price Index.

Should a governmental agency bidding on this project be unable to comply with the performance security arrangement due to legal constraints, an acceptable alternative must be proposed along with documentation of the legal constraint. **All such concerns must be raised in the bidder's letter of intent, required in this RFP.**

Failure of the successful bidder to meet these performance security requirements after the successful bidder has been selected, and prior to contract start date, may result in forfeiture of the award.

SECTION IV
BIDDING REQUIREMENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section IV - Bidding Requirements

To ensure that County's comparison of proposals is as fair and complete as possible, all bid proposals shall employ the following format, including table of contents and number conventions:

A. Required Table of Contents

Each proposal shall be structured to incorporate the following table of contents. Proposals are limited to 200 pages and 200 for the appendices. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in the appendix. All proposers shall include page numbers and have major sections tabbed. The required table of contents is as follows:

1. Cover Letter

Each proposal shall have a cover letter signed by the authorized representative of the firm or entity, which specifically affirms the bidder's full understanding and acceptance of all terms set forth in the RFP. The letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict-of-interest statutes. The letter must state that the proposal is a firm and binding offer to perform the services stated.

2. Credentials and Qualifications

- a. Overview of capabilities
(Complete capabilities questionnaire)
- b. Acceptance of minimum requirements
- c. Additional commitments/capabilities

Note: All additional commitments/capabilities should be separated narratively and associated costs separately identified for each category of response.

3. Response Time Commitment

- a. Overview of approach
- b. Acceptance of minimum requirements

- c. Additional commitments/capabilities
- 4. **Level of Clinical Sophistication**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 5. **Quality/Quantity and Replacement of Equipment**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 6. **System Status Plan Coordination**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 7. **Commitment to First Responder Program**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 8. **Initial Coverage Plan**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 9. **Treatment of Local Work Force**
 - a. Overview of approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
- 10. **Patient Charge System**
 - a. Proposed charges
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities

11. **Costs and Revenue**
 - a. Listing and description of costs
 - b. Listing and description of revenue sources
 - c. Additional commitments/capabilities
 12. **Billing/Collection Program**
 - a. Proposed approach
 - b. Acceptance of minimum requirements
 - c. Additional commitments/capabilities
 13. **Other Financial Statements and Budget**
 14. **Exception Taken to Standard or Special Provisions**
 15. **On-Site Key Personnel, Organization and Management Description**
 16. **Anticipated Performance Security Arrangements**
 17. **Additional Bidding Forms (i.e., Forms A-C)**
- B. Minimum Standards Specified**

It is the intent of this procurement to preserve or improve upon the current prehospital system in every category of service, and to meet or, where possible, improve the quality of service through a qualified bidder. Thus, in each of the first 10 service categories listed on the previous pages, bidder shall describe bidder's qualifications and agree to meet or exceed County's minimum service requirements. Failure to accept County's minimum-service requirements in any service category may be grounds for automatic disqualification. Minimum service requirements for each service category, plus examples of additional service commitment, are as follows:

1. Credentials and Qualifications

The purpose of the Credentials and Qualifications Section is to provide an opportunity for the Contractor to submit information on the Contractor's organization, management and operational experience.

Potential Contractors should complete the questionnaire included in the "Questionnaire" section on the following pages.

Minimum: The questionnaire will be evaluated using the following criteria:

- a. **Ambulance Service**

- 1) At least two years' experience as a contractor in providing Advanced Life Support ambulance or first-responder services to populations over 300,000 residents or equivalent experience in a single contiguous area.

Note: All partners, shareholders, or constituent governmental agencies owning or providing service to the proposal may be required to meet experience or performance standards as stated in Section III of this RFP.

- 2) Demonstrated historical experience and future ability to meet a significant and measurable response-time standard criterion in a population of 300,000 or more for at least the past two years.
- 3) Demonstrate experience providing emergency ambulance experience or ALS first response in a single service area totalling at least 1,500 unit-hours per week.
- 4) Demonstrated commitment to maintaining quality personnel.
- 5) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience implementing medical protocols that exist or are expected (as described in this RFP) in this franchise.
- 6) Financial strength, stability, and reputation.
- 7) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.

b. **System Status Coordinator**

- 1) Demonstrated ability to staff and maintain a System Status Coordinator Position designed to operate and manage the contractor's System Status Plan at the Dispatch Center.
- 2) Demonstrated commitment to maintaining quality personnel.
- 3) Demonstrated ability to provide a high level of emergency ambulance resource-management performance.

Sample Additional Commitment: Ability to demonstrate successful operation above the scope described in this RFP.

Questionnaire

The following questions must be answered in the order and format given.

a. **Experience**

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of ownership or legal entity (e.g. partnership, corporation, etc.) and list the names and addresses and share of ownership of all owners or shareholders of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided.
- 4) Provide names and affiliations of all other corporations or entities potentially providing services to this agreement. List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 5) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$5,000.
- 6) Provide a narrative description of emergency ambulance and/or ALS first-responder services, and related services currently provided by the organization.
- 7) Describe the history of the organization's involvement in emergency ambulance and paramedic service.
- 8) The proposer, or each of its partners or shareholders, must provide letters from each EMS regulatory agency where it operates that state it has been in substantial compliance with all regulations, including response-time requirements if measured by the agency for the last two years.
- 9) List at least three hospital emergency departments and three public safety agencies (i.e., fire department, law enforcement

agencies, park rangers, etc.) with which your organization has worked during the past year and which may serve as references.

- 10) Describe contracts entered into during the past five (5) years regarding ALS/BLS prehospital delivery of services showing year, type of services, dollar amount of services provided, location and name and address of contracting agency.
- 11) Provide details, if any, of any failure or refusal to complete a contract by your organization.
- 12) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service . Explain any medical malpractice suits with a dollar loss (list the actual circumstances and dollar loss) for the last 10 years.
- 13) List any reportable vehicle accidents as defined by state law or insurance company policy for the organization or its affiliates has been involved with, noting circumstances and fault determined. List accident rate per vehicle and per 100,000 miles drive.
- 14) Note worker's compensation losses within the past three (3) years.
- 15) List any commitments and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 16) Endorsements: Contractor may wish to append letters of endorsement specifically related to the organization's current and existing:
 - a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality Assurance/Improvement program effectiveness
 - d) Response time performance
 - e) Communications control center operations
 - f) Vehicle maintenance and replacement program
 - g) Relationships with first-responder contractors
 - h) Organization's local and national reputation as a contractor of ALS service.

Note: Letters of reference/endorsement must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the bidder.
- c) Describe the extent to which the author/organization is familiar with the bidder and the bidder's work/performance.
- d) Include the author's certification that s/he has read the specific section of your firm's credential submission to which the endorsement is related.

17) List your current and planned number of employees using the format below (use separate charts for current and planned):

| CATEGORY | FULL TIME | PART TIME | TOTAL |
|--------------------------------|-----------|-----------|-------|
| Management | | | |
| EMT-Paramedic (EMT-P) | | | |
| EMT-Basic (EMT-B) | | | |
| EMT-Others | | | |
| Dispatcher (medically trained) | | | |
| All Others | | | |
| TOTAL | | | |

Proposers should define their use of "full time" and "part time." Management personnel should include personnel scheduled for less than 25 percent of their time in the field.

18) Using the format below, document the number of ambulance-unit transports or first-responder responses conducted by your organization in each contract or service area during the past 12 months. Identify each service area served in a separate chart.

| PARAMEDIC/AMBULANCE | NUMBER |
|---------------------|--------|
| Code 3 Transports | |
| Code 2 Transports | |
| Other Transports | |
| Backup/ Mutual Aid | |
| Dry Run | |

| FIRST RESPONDER | NUMBER |
|--------------------|--------|
| Code 3 Transports | |
| Code 2 Transports | |
| Other Transports | |
| Backup/ Mutual Aid | |
| Dry Run | |

- 19) Supply entity turnover rates by category of personnel and define the use of turnover and how it is calculated.
- 20) Supply supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.

2. **Response-Time Commitment**

Response-time performance shall be determined as specified. Late-run deductions (from Lock-Box Account payments to Contractor) shall be in accordance with provisions set forth.

The bidder's plan for the location and housing of field staff and units for meeting response-time performance should be included in the response. The System Status Plan shall include the number of units on duty by hour and day, the post locations used and the priority of post locations and move ups.

Minimum: Requirements for response time performance on calls originating within the primary service area are: a minimum of 8 minutes on 90 percent of all presumptively life-threatening and non-life-threatening emergency calls originating in the Urban area, plus substantially equal performance in the Rural and Frontier areas, as defined. Rural, and Frontier response times, as specified, must be guaranteed.

Sample Additional Commitment: Commitment to substitute the clinically superior standard of 7 minutes maximum on 90 percent of presumptively defined life-threatening emergency requests, in addition to County's 8-minute standard, 90 percent response for non-life-threatening emergency requests.

Bidders proposing to exceed the standards must clearly document the research and justification for the change as well as any additional costs to the franchise. Alternative response-time pilot programs in conjunction with ALS first



responders will be considered to the extent their merits have been documented and adequate controls placed on outcomes of the pilot study and on overall performance.

3. **Level of Clinical Sophistication**

The initial level of clinical performance required under this procurement shall be that level which is proposed by the winning bidder, or a lesser level, as determined during negotiations between the winning bidder and the County (e.g., should the bidder propose a higher level at a cost unacceptable to the County). Vehicles and crews furnished to perform any ambulance service under this procurement shall meet these requirements. Offers of above-minimum performance levels may, at bidder's option, allow for a transition period of training and upgrading, provided standards at start up meet or exceed current system standards. Levels of increased clinical sophistication must document that an improved level of care or overall system enhancement will occur. Bidder's offered level of clinical performance shall be specified by responding to each of the following items:

a. **Personnel Qualifications**

Minimum: The personnel which make up every ambulance crew shall meet the State of Oregon and Multnomah County requirements for licensure and certification. Two EMT-Ps are required for each ambulance.

Sample Additional Commitment Offerings: Senior paramedics shall be ACLS, BLS, PALS instructor or other appropriate credentialing and field training officer status .

b. **Wage, Benefit and Compensation Package**

Multnomah County encourages proposers to demonstrate how their wages, benefits, shift schedules and expected productivity will attract and retain experienced personnel. The contractor shall devise a wage and benefit package to encourage personnel to remain with the system to reduce the turnover rate. Compensation packages will be evaluated to insure personnel wages and benefits will not become the variable to lower system costs.

All bidders must submit evidence that there is in place a plan, consistent with currently applicable Federal, State, and local laws the regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority EMTs.

Minimum: The minimum wage for a starting EMT-P shall be no less than \$25,110 annual salary. Part time minimum salaries shall be at the commensurate annual rate. (Note: This is not to prohibit innovative schedules or shift arrangements but rather to describe the total annual salary.) System Status Management Coordinator shall be compensated commensurate for the dispatcher market in the greater Portland area but the rate shall be no less than 15 percent below the EMT-P. Retirement or savings programs offered should be structured so as to produce identical financial consequences for the employee who, after a future bid cycle, elects to remain in the Multnomah County system (employed by a new contractor) versus relocate to another of Contractor's operations. Note: Wage and benefits are significant areas of review for this RFP. At a very minimum, the bidder should provide a specific personnel plan including the following materials:

- 1) Promotion plans/retention program
- 2) Wage, salary and benefit packages and schedules including:
 - (a) Medical and Dental Insurance
 - (b) Paid leave
 - (c) Life Insurance
 - (d) EAP program
 - (e) Retirement program
- 3) Supervisory ratios
- 4) Job descriptions
- 5) Hiring standards
- 6) Volunteer program integration
- 7) Personnel policies
- 8) Scheduling patterns
- 9) OSHA/safety program

Sample Additional Commitment Offering: A wage/benefits program allowing field paramedics with extensive experience to earn income equivalent to middle management personnel - thus allowing long-term clinical gains to be preserved, and attrition to be reduced.

c. **Preference to Incumbent Paramedics and EMTs**

The contractor must comply with ORS 823.050(1)(b), which states:

"When hiring paramedics to fill vacant or new positions during the six-month period immediately following the date of replacement [of one contractor by another], the replacement ambulance service shall give preference to qualified employees of the previous ambulance service at comparable certification levels."

EMT employees of the current contractor who work in the Multnomah

ASA shall suffer no decrease in seniority, wage or benefits accrued and maintain wage. Any replacement contractor must put the employee on the scale so as to provide for no loss of current pay.

d. **Workload Management and Scheduling Practices**

The proposer shall normally schedule so as to provide EMTs at least eight hours of rest between regularly scheduled shifts. Regularly scheduled shift shall be defined as not greater than any 24-hour period. 24-hour shifts are not currently the practice in Multnomah County. Therefore, regularly scheduled 24-hour shifts shall require specific justification in the proposal on issues such as workload, staff-fatigue and costs.

e. **Training Programs**

Minimum: Contractor shall furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of Oregon recertification requirements. Specific public education plans as specified in this RFP shall be stated.

Sample Additional Commitment Offering: An in-service program capable of meeting recertification requirements, with additional emphasis upon subjects directly related to the outcomes of the local medical audit process. Clearly documented public education programs linked to specific Multnomah County epidemiology as it relates to EMS.

f. **Quality Assurance/Improvement Program**

The proposer shall prepare a quality assurance/improvement plan meeting all of the contemporary standards of the quality improvement movement in the health-care industry. The plan shall describe:

- (a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (b) continuous learning and development of staff;
- (c) service to all internal and external EMS contractors and customers; and,
- (d) willingness to participate and contribute to the regional CQI process when developed.

Additionally, this program shall include, the following elements:

(1) Quality indicators

(2) Patient Rights

The proposer shall include a policy on the client/patient rights, which shall provide, at a minimum, the following to patients:

- (a) fast, effective medical treatment and transportation to a facility of their choice, regardless of ability to pay;
- (b) full information regarding the treatment needed with the right to refuse any treatment or service;
- (c) full explanations of bills about which the patient has questions;
- (d) confidential treatment of medical records;
- (e) listen to patients during transport or later and answer all questions promptly;
- (f) bill insurance or third-party payor as part of the service to the patient; and,
- (g) retention of patient records and patient access to their records.

(3) System Status Plan Development/Implementation

Describe the proposed quality assurance/improvement program for the System Status Plan Coordinator, which shall at a minimum, include that the proper unit deployment objectives are met.

(4) Customer Service Standards

(5) Performance Standards

(6) Clinical Standards

(7) Research

For a sample of quality indicators please see Appendix VI.

g. **On-Board Equipment/Supplies/Medications**

Minimum: All vehicles shall carry equipment, supplies, and medications sufficient to meeting State of Oregon and Multnomah County licensing requirements for all ALS ambulances. (133 percent of peak load for vehicles and 110 percent of peak load for equipment).

Sample Additional Commitment Offering: Such additional equipment, supplies, and medications that exceed State standards as bidder may be familiar with in other operational settings, consistent with bidder's offered medical protocols. Bidder must demonstrate that the additional equipment will aid and/or improve patient care. Brand names, quantities, and packaging arrangements should be specified.

h. **Medical Protocols**

Minimum: Medical protocols (e.g. County medical protocols) currently in use.

Sample Additional Commitment Offering: Bidder may offer more extensive, more detailed, or a more detailed process to evaluate operational protocols with which bidder believes are relevant and appropriate for Multnomah County, these protocols are subject to State of Oregon and Multnomah County approval. Bidder may not offer medical protocols that are not approved by the medical director or current County protocol. All proposals shall meet the pilot program requirements listed in the RFP. Past performance, willingness and approach to enhancing coordination and regionalization of EMS medical quality review may be provided.

i. **Multi-Casualty**

Services proposed by the bidder should be discussed in this section.

j. **Driver Training**

Driver training program should be defined.

4. **Quality, Quantity and Replacement of Equipment and Maintenance Plans**

In this section, bidder shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, bidder shall stipulate the policy which shall govern, throughout the term of the contract, fleet size as a percentage of maximum scheduled peak load unit coverage requirements for the then-current

primary service area.

Minimum: Bidders shall specify and initially furnish a minimum number of fully equipped units, and shall propose a policy of maintaining a fleet size not less than 133 percent and an equipment inventory of not less than 110 percent of maximum scheduled peak load unit coverage.

Sample Additional Commitment Offering: Larger initial fleet size or higher quality of equipment; higher percentage fleet size policy; extensive modifications to ensure reliability; early scheduled replacement policy; larger inventory of backup on-board equipment.

Note: In evaluating bidder's proposal, County recognizes that a larger initial fleet size and/or a higher percentage fleet size policy does imply more extended useful life expectancy projections - e.g., more equipment used less often wears out slower than less equipment used more often.

5. System Status Plan Coordinator

Bidder's initial plan for staffing and operating the contractor's EMS System Status Plan Coordinator position at BOEC shall be furnished, along with training, in-service training, employment prerequisites for the position and planned compensation package for system status management personnel. Anticipated system status management methods shall be briefly described.

Minimum: All EMS System Status Plan Coordinator positions should be knowledgeable of the System Status Plan and shall be certified as EMDs.

Sample Additional Commitment Offering: All System Status Plan Coordinator personnel may be EMT-B or EMT-P or former certified EMT-Ps or received specialty PSAP training. Salaries for center personnel shall be equal to or in excess of that of field paramedics with equivalent seniority.

6. First Responder/PSAP Program Commitment

In this section, bidder shall detail its intentions regarding involvement in and support of BOEC, the fire department's and other department's (e.g. police, park ranger) first-responder programs. Contractor shall describe a methodology of integrating its services with first-responder agencies including fire departments/districts, police agencies park rangers and 9-1-1/PSAPs. Specific plans must be submitted with priorities to objectives. Training schedules and methodology of assessing first responder training needs must be described. Commitments for ongoing liaison with the appropriate agencies must also be stated.

Minimum: Bidder shall specify plans for integrating with the first responder agencies as defined as a minimum in this RFP. Contractor shall furnish paramedic-assist training as needed and in-service training as specified in this RFP. Contractor shall restock or pay for restocking first-responder supplies with the exception of pharmaceuticals. Bidder shall demonstrate a commitment to provide billing assistance for first responder fees. At a minimum, bidder shall quote a fee for billing first responder fees and a method for how those fees would be charged and a procedure for payment of fees to first responders. *Note: First responder fee assistance would be at the discretion of first responders.*

Sample Additional Commitment Offers: Commitment to furnish all first-responder training; offer to provide advanced first-responder training. Assistance with first responder CQI in coordination with regional CQI.

7. **Initial Coverage Plan**

Contractor shall meet or exceed its offered initial coverage plan for the first three months of this contract. Such plan shall employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Bidder shall specify the minimum, weekly unit-hour coverage to be initially employed.

Sample Additional Commitment Offering: Bidder may commit to reducing unit-hour coverage only after response-time performance has exceeded minimum requirements for a stated number of consecutive months. Bidder may include time-of-day/day-of-week unit-hour coverage plans. Bidder may request a "no waiver" on penalties during the Initial Coverage Plan (first 3 months) or any portion therein, as listed under Section II, "Waiver of Penalties/Grievances."

8. **Treatment of Incumbent Work Force**

Bidder is urged to make reasonable efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new ambulance system, to the extent positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the work force should be detailed.

Minimum: Incumbent paramedic personnel shall be offered reasonable employment opportunity.

Sample Additional Commitment Offering: Currently employed EMTs shall be offered initial employment and training assistance plus plans for initial upgrading of clinical performance include special in-house training of existing personnel to allow them reasonable opportunity to acquire additional skills

required in the new system; a special training and testing program shall be made available to those who need it to prepare for the State of Oregon's recertification.

9. **Patient Charge System**

Patient charges are an expected element of the proposal. In this section, bidder shall outline their premise for defining charges as proposed in their response to this RFP. All fees proposed, must be detailed using the assumptions listed below, and all budgetary data required in Section 10 of this RFP must be based on these assumptions. Multnomah County requires all responders to use the same assumptions to allow equitable comparisons among the proposals.

Minimum: The proposed fixed fees shall be defined and justified. Bidders must make their projections based on the following assumptions:

a. **Number of calls/transport:**

| <u>Year</u> | <u>Calls</u> | <u>Transports</u> |
|------------------|--------------|-------------------|
| 1993 (actual) | | |
| 1994 (projected) | | |
| 1995 (projected) | | |
| 1996 (projected) | | |
| 1997 (projected) | | |
| 1998 (projected) | | |
| 1999 (projected) | | |
| 2000 (projected) | | |

The number of calls/transport is provided for purposes of bidding and evaluation only. No guarantee of future revenues or results is made by Multnomah County.

b. **Mileage:** The mileage rate to be charged to patients is set at \$9.00 per loaded patient mile. An average of 2.5 transport miles shall be assumed for the budget required below.

c. **Base Rate:** An all inclusive ALS and separate all inclusive BLS base rate is required. No itemized billing for transports beyond the mileage will be allowed. Bidders must propose a non-transport fee for circumstances where services are requested, and provided but the ultimate transportation refused. Specific protocols should accompany the bid.

Assume a split of 60 percent ALS calls and 40 percent BLS calls. Bidder must supply current service area ALS/BLS

split data for each area served.

- d. **Assignment:** All bidders must agree to accept assignment from Medicare and Medicaid. As an alternative, bidders may agree to write off non-paid Medicare balances (where permitted by Medicare policy) where hardship circumstances apply. Appropriate policies to this effect must be included in the RFP.

e. **Membership Programs:**

Membership programs may be approved by Multnomah County. Responders wishing to offer this alternative service shall provide the following information within their proposals.

- Estimated membership data
- Estimated increase in the number of transports and calls arising from the membership program, above the base estimates provided in paragraph a. above.
- Proposed membership rates
- Estimated membership revenue
- Estimated additional costs arising from the membership program. At the least, the effect of a membership program on the number of transports and calls shall be discussed. Additional costs arising from a membership program will be estimated consistently with the format presented in Section 10 for operations without a membership program. Additional costs for maintaining membership roles, marketing memberships, and for billing and processing renewals shall be included.

The net effect of membership revenue shall also be considered during future rate increase request.

A well defined charge system which assures no "overcharging" and provides a charge reduction during the contract term if revenue exceeds projection or if costs are reduced while still maintaining performance standards. Brochures and public education materials designed to educate the public regarding their charges must also be included in the response to the RFP.

Sample Additional Commitment Strategies and experience for costing and charging under healthcare reform proposals without requiring "cost-shifting" should be documented.

10. Billing/Collection System and Services

In this section, bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- a. System shall generate and electronically bill Medicare and Medicaid statements.
- b. System shall handle third-party payors, private-pay patients, special contracts, DRG transports, and other special arrangements.
- c. System shall monitor use by and handle special accounts for membership program participants (if applicable).
- d. Itemized statements shall list all procedures and supplies employed, even if included in base rate.
- e. System must be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- f. System must provide daily, monthly and annual reports which furnish clear audit trails including, details of payments and adjustments experience, Lock Box Account reporting requirements.
- g. System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- h. System shall support monitoring of employee accuracy and completeness in gathering required operations.
- i. System shall facilitate updates of account type, addresses, and other pertinent patient and third party payor data.
- j. System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:

- Assignment of followup base on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third party payments and other reimbursements.
- k. Contractor shall utilize a Lock Box Account for all collections related to this contract, subject to approval by Multnomah County. All documents generated by the billing system will state that payments will be sent to this lock box. Account activity shall be reported to the County monthly.
- l. System shall exclude on-scene collection. Contractor shall specifically agree that on-scene collections are prohibited.

In addition to these minimum billing and collection system requirements, responders shall include in this section a description of their experiences and capabilities for operating in a managed care or capitated environment. This description will focus on their billing and collecting procedures in these environments.

Sample Additional Commitment Offering: Include a brief discussion of the billing functions organization, type of staff, position descriptions, data backups and fail safes, relationships/procedures between office personnel and field personnel regarding problem solving, methods of obtaining required physician authorizations, primary data collection instruments (e.g., trip-ticket form), use of electronic or tape billing, integration with general ledger, use of data system to support medical audit process, use of data system to equalize paramedic's work load levels, and reports/analyses used to fine-tune system-status plans and equalize performance among neighborhoods; procedures specifically designed to identify patients without insurance coverage but who truly needed service and cannot reasonably be asked to pay; policies designed to reduce system abuse; policy/tracking mechanism for identifying third party liability and other alternative reimbursement sources, including training of staff for such specialized service. If responder has offered a membership or enrollment program, describe how the billing system will implement collection from these accounts. Describe procedures for all specialized, non-standard accounts.

11. Cost and Revenue Forecasts

In this section all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all bidders, the County requires that information be provided in a consistent format and with the same levels of completeness and detail.

The County requires all bidders to present budgets as if the organizational unit providing services described in this RFP is financially self-sufficient. That is, if the service provider is part of a larger organizational unit, costs reported in this proposal must include appropriate shares of the administrative cost of the larger organization. If the parent organization (private or public) provides specific services necessary to complete the activities required in this RFP, related costs must be included in the proposed budget. For example, if billing activities are conducted from a home office and not at the local site, the proposed budget must still include costs necessary for operating the billing system required by this RFP. In addition, bidders must describe the procedures for distributing support service costs from a home office or umbrella organization to the emergency medical services defined herein.

All revenue source must likewise be fully described. The County assumes that patient care fees will be a major component of franchise financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in Section 9, and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budget, and must explain how these revenue sources will change as a result of this commitment.

For purposes of this proposal, all home office or umbrella organization costs that are not expected to be recovered from fees must be treated as a revenue contribution to the franchise, in amounts equal to the costs not recovered from patient fees. This section shall include documentation supporting the parent organization's commitment to continue providing this indirect or in kind support over the life of the franchise, at least to the extent this in kind support is identified as franchise revenue.

Responders are required to include proforma financial statements for the first five years after franchise award. These include annual income statements, working capital statements, and ending balance sheets. Data included in these projections shall be based on the forecasted expense and revenue detail as described below, and will include all fixed asset acquisitions anticipated during the contract term. For purposes of comparability, responders are required to use an annual inflation rate of 4 percent of preceding year costs (for both operating expenses and capital outlay), compounded when necessary. successful bidders are expected to show at least break-even results over the five year forecast. Also, detailed quarterly cash flow projections for this period must be included, based

on an assumption of a 120 day delay between providing services and collections.

The format and detail for these proforma projections must be consistent with the information required from past periods, per Section 12. All statement items required in that section (at least) shall be presented in the pro forma statements, except that cash flow projections need be prepared only quarterly.

All non-cash expenses (e.g. depreciation) and non-expense cash disbursements (e.g. fixed asset acquisition or debt service) shall be reconciled to these proforma statements by adequately documented supporting schedules. These schedules shall include appropriate data such as useful life, residual values, interest rates, etc. Note that all bidders must include annual depreciation costs on all fixed assets used for the franchise, even if using governmental accounting. Fixed asset purchases and financing must be presented on the cash flow schedules and working capital proforma statements.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the franchise. Costs must be complete, including all umbrella or parent organization costs that the franchise would have to bear if it were totally independent financially. Cost efficiencies arising from the parent organizations are acceptable if explained sufficiently and if the procedure for determining the franchise's share of parent costs are detailed and reasonable.

Proposals must describe all revenue sources (direct and in kind) and document the sponsoring organization's commitment to franchise financing (if any) and the legal authority to continue this commitment throughout the term of the contract.

Proposals shall submit cost and revenue data using the formats presented on the following pages.

Optional Responder Commitments: Include existing budget documents that identify source of cost estimates. Cost-efficient strategies can be presented. Capabilities and experience in managed care environments may be described, including anticipated changes as managed care becomes more predominant in health care. Existing or planned quality improvement programs, case management strategies, and capitation alternative should also be described. Alternative revenue strategies, including optional membership programs, should be presented.

| Multnomah County Ambulance Franchise | | | | | | | |
|--------------------------------------|---------------------------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| | Category D = Direct I = In-kind | Note Reference # | 1995 Sept. - Dec. | 1996 Jan. - Dec. | 1997 Jan. - Dec. | 1998 Jan. - Dec. | 1999 Jan. - Dec. |
| Number of Responses/Transports | | | (To be supplied) | (To be supplied) | (To be supplied) | (To be supplied) | (To be supplied) |
| I. Cost Category | | | | | | | |
| A. Personnel/Fringes | | | | | | | |
| Administrative | | | | | | | |
| Clerical | | | | | | | |
| Field Personnel | | | | | | | |
| System Coordinator | | | | | | | |
| Medical Director | | | | | | | |
| Overtime | | | | | | | |
| Other: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Fringe Benefits | | | | | | | |



| Multnomah County Ambulance Franchise | | | | | | | |
|--------------------------------------|---------------------------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| | Category D = Direct I = In-kind | Note Reference # | 1995 Sept. - Dec. | 1996 Jan. - Dec. | 1997 Jan. - Dec. | 1998 Jan. - Dec. | 1999 Jan. - Dec. |
| B. Non-Personnel | | | | | | | |
| Accounting | | | | | | | |
| Contracted Services | | | | | | | |
| Depreciation | | | | | | | |
| Equipment | | | | | | | |
| Legal | | | | | | | |
| Rent - Equipment | | | | | | | |
| Rent - Building | | | | | | | |
| Supplies (Non-medical) | | | | | | | |
| Supplies (Medical) | | | | | | | |
| Telephone | | | | | | | |
| Training | | | | | | | |
| Travel - local | | | | | | | |
| Uniforms | | | | | | | |
| Utilities (Electrical, Gas, etc.) | | | | | | | |
| Fees to County EMS | | | | | | | |

| Multnomah County Ambulance Franchise | | | | | | | |
|--------------------------------------|---------------------------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| | Category D = Direct I = In-kind | Note Reference # | 1995 Sept. - Dec. | 1996 Jan. - Dec. | 1997 Jan. - Dec. | 1998 Jan. - Dec. | 1999 Jan. - Dec. |
| EMS Dispatch | | | | | | | |
| Other Non-personnel _____ | | | | | | | |
| _____ | | | | | | | |
| _____ | | | | | | | |
| C. Capital Replacement | | | | | | | |
| D. Other Capital Budget | | | | | | | |
| E. Indirect Services (list) | | | | | | | |
| _____ | | | | | | | |
| _____ | | | | | | | |
| II. Revenue Category | | | | | | | |
| Patient Charges | | | | | | | |
| Other: _____ | | | | | | | |
| _____ | | | | | | | |
| _____ | | | | | | | |

- Note:
1. All expense items shall be supported by schedules justifying the anticipated amounts needed. For example, personnel budgets must be backed by schedules listing each position, annual hours, salary, etc. Fringe benefits estimates should be based on cost per employee for each item of coverage. Other expense items should be justified as appropriate.
 2. All expenses, both direct and in kind or indirect, must be listed.
 3. Costs dependent on number of calls must be based on the supplied call volumes.
 4. All field staffing costs, including standby staff with primary responsibility for emergency ambulance functions, must be presented in detail.
 5. Changes in revenue sources and amounts anticipated to meet the needs of the franchise shall be specifically identified and referenced.

12. Other Financial Statements and Budget

In addition to the budget supplied, a complete set of financial statements for the current and proposed operation should be provided. Audited financial statements of the Contractor's current financial status and immediate past two years preceding the date of this proposal by three months, should be provided including the accountant's footnotes. As less credible alternatives, reviewed statements as defined by the American Institute of Certified Public Accounts (AICPA), shall be provided including balance sheets and operating statement reconciliations to taxable income. Note: Reviewed statements shall be subject to the limited interpretation that the statement offers. All financial documents should include at least the following:

a. **Current financial status:**

- (1) Balance sheets
- (2) Profit and loss statements
- (3) Statement of changes in financial position
- (4) Last completed year's cash flow analysis (shown monthly)
- (5) Aged account receivables
- (6) Listing of any loans to officers
- (7) Any lines of credit over \$3,000, with maturity, interest, annual payments identifying source and contact address
- (8) Specific information broken down as follows:
 - (a) Current assets
 - (b) Inventory value
 - (c) Accounts receivable
 - (d) Value of fixed assets
 - (e) Value of miscellaneous assets
 - (f) Total assets
 - (g) Current liabilities
 - (h) Long-term liability
 - (i) Total debt
 - (j) Total liabilities
 - (k) Sales
 - (l) Credit Sales
 - (m) Net profit after tax
 - (n) Account period (days)

- (9) Briefly describe accounting billing system, and payroll system
- (10) Describe and federal or state tax liabilities other than current payroll obligations

b. **Financing:**

(1) **Capital Financing:**

Bidder should clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations. It is the bidder's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the sponsoring agency, if appropriate. Possible sources include:

- (a) Contribution from sponsoring organization;
- (b) Balance sheet, as per the last audited statements, plus interim statements showing the net income and explaining significant differences in net income from the last two audits. If the last audit is over one year old, interim statements showing current year income must be provided.
- (c) Executed loan agreements with recognized financial institutions;
- (d) Executed loan agreements or other equity agreements with private sources including disclosure of liabilities which might arise from the agreements; and,
- (e) Irrevocable letters of credit with demonstration of their reliability (e.g. copies of previous lines of credits with historical draw downs documented.)

If revenues from sources other than the franchise operation is included in the projections, proposals must include sufficient documentation to justify the projections as reliable. For example, if non-emergency transport revenue is forecast, the County may recognize this as a source if documentation of the rates and units of service is provided and if the projections may be directly related to the supporting documentation.

Services provided by the parent organization, owners, partners or any other party must be included as a specific item of expense on the budget and as a revenue item under the category "Support services provided". If these services are material in amount, bidders will need to demonstrated in their proposal that the service contractors will be in a financial position to continue these services in the future.

(2). Inflation Adjustment:

During the term of the franchise, the contractor shall be allowed an opportunity for annual inflation adjustments to the base and mileage rates to be effective one year after the beginning of the franchise. No later than 60 days prior to each such adjustment date, the County shall determine the percentage rate of inflation of the national (U.S. City Average) Consumer Price Index (CPI) over the most recent 12-month period of which published figures are then available and the contractor may, at its option, increase its rates equal to or less than the average of the following (CPI) factors:

- . 45 percent of the CPI-Transportation Index;
- . 45 percent of the CPI- Medical Care Index; and,
- . 100 percent of the CPI All Items

(3) Enhancements:

The costs of system enhancements over and above the requirements listed in this RFP shall be specifically identified. This will allow the County to evaluate both the service and financial consequences of bidders proposed enhancements and to render an appropriate decision.

13. **Exceptions Taken to County's Contract Requirements**

In this section, bidder shall either: stipulate that no exceptions are taken to County's proposed contract requirements; or, list, thoroughly describe and defend each exception taken. Bidders are strongly encouraged to bid the RFP standard and propose an alternative to allow flexible consideration of special circumstances.

14. **On-Site Key Personnel, Organization and Management Description**

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team, operations managers, System Status Plan Coordinators, in-service training manager, maintenance manager, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this franchise area. The qualifications of the key management personnel are a significant consideration for review of this section.

Sample Additional Commitment Offering: Resumes may be included for all on-site lower, upper and middle management personnel.

15. Performance Security Method

Bidder shall describe in detail its intended method of satisfying County's performance security requirements.

16. Additional Bidding Forms

Forms A, B (1 and 2) and C included in this Request for Proposal, shall be completed and included in this section for each corporation and all its DBAs.

C. Contract Provisions

The proposed contract is provided in Attachment VI of this RFP. Exceptions to this contract, if any, shall be stated in the appropriate section of the response by the bidder. County reserves the right to make further refinements to the contract.

FORM A

AFFIRMATION STATEMENT

In submitting this proposal/offer, _____ hereafter referred to as "Contractor," hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Contractor certifies the completeness and accuracy of all information contained in the Contractor's response to the RFP and supplied to Multnomah County during the bidding process.

The Contractor's proposal, constitutes a firm and binding offer by the Contractor to perform the services as stated, including the terms of the proposed contract (unless otherwise excepted).

Contractor further affirms that Contractor will meet or exceed bidding specifications unless exceptions have been specifically noted in the proposal.

Date

Bidding Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGEMENT

STATE)

ss

County of)

On this ____ day of _____, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he executed the same has his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B¹

INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced ambulance service to Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are deemed relevant by Multnomah County or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that Multnomah County, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Individual Name

ACKNOWLEDGEMENT

STATE)

ss

County of)

On this ___ day of _____ 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he executed the same has his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM B²

INVESTIGATIVE AUTHORIZATION - ENTITY

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations deemed relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Multnomah County's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

FORM B²- continued

(INVESTIGATIVE AUTHORIZATION - ENTITY)

ACKNOWLEDGEMENT

STATE OF)

ss

County of)

On this ___ day of _____, 1995, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

FORM C

REQUEST FOR VERIFICATION OF DEPOSIT

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Multnomah County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations deemed relevant by Multnomah County, or its agents. The entity specifically agrees that Multnomah County or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGEMENT

STATE OF)

ss

County of)

On this ___ day of _____, 1995, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year lest above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

**FORM C
REQUEST FOR VERIFICATION OF DEPOSIT**

Depositor: Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. The form is to be transmitted directly to Multnomah County and is not to be transmitted through the applicant(s) or any other party.

COMPANY NAME _____

| To be Completed by Depository | | | | | | |
|---|----------------|-----------------|---|-----------------|------------|-------------------|
| Deposit Accounts of Applicant(s) | | | | | | |
| Type of Account | Account Number | Current Balance | Average Balance for Previous Two Months | Date Opened | | |
| | | \$ | \$ | | | |
| | | \$ | \$ | | | |
| | | \$ | \$ | | | |
| | | \$ | \$ | | | |
| Bank Card Accounts of Applicant(s) | | | | | | |
| Type of Bank Card | Account Number | Current Balance | Average Monthly Payment | Expiration Date | | |
| | | \$ | \$ | | | |
| | | \$ | \$ | | | |
| Loans Outstanding to Applicant(s) | | | | | | |
| Loan Number | Date of Loan | Original Amount | Current Balance | Installments | Secured by | No. Late Payments |
| | | \$ | \$ | \$ | per | |
| | | \$ | \$ | \$ | per | |
| Please include any additional information which may be of assistance in determination of credit worthiness. (Please include information on loans paid-in-full in loan section above.) | | | | | | |
| Signature of Depository | | | | Title | | Date |

SECTION V
PERFORMANCE REQUIREMENTS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section V - Performance Requirements

A. General Overview

The County owns or serves as primary lessee for the communications' infrastructure, vehicles and on-board equipment and the accounts receivable trust account. It is the County's responsibility to:

- . Conduct periodic bid competition to select and contract the system's service contractor;
- . To review and approve the rates charged by the Contractor;
- . To annually present (as needed) rates to the Board of Commissioners;
- . To review and approve contractual commitments made by the Contractor when such commitments would extend beyond Contractor's current contract cycle;
- . To review and approve equipment lease/sublease arrangements presented by the Contractor; and,
- . In the event of default, to take over and manage all operations until a new Contractor can be secured through a new competitive bid process.

All day-to-day operations, including system-status management, field operations, billings, collections, purchasing and other operational functions are actually carried out by the Contractor, with routine disbursements to the Contractor from the Lock Box Account in accordance with agreement provisions. In addition to system monitoring and quality assurance, the greatest concentration of County activity occurs during competitive bid cycles.

The Contractor maintains their central facility and all equipment, hires/fires and provides or arranges for in-service training of all dispatchers and field personnel, proposes and provides justification for rate changes, manages all billing and collection functions, provides monthly reports to the Contract Compliance Committee, cooperates with and responds to the EMS Administration and the County medical control protocols committees on matters related to patient care, and generally manages all aspects of the ambulance system's operations.

As compensation for services rendered, the Contractor receives:

- . Benefit of first-responder services (as available);
- . Market rights as defined in County's RFP "Special Provisions";

- . The option of carryover of amortized costs of certain equipment items into future contract cycles;
- . Cooperation from County in demonstrating Contractor's capabilities to other potential buyers;
- . Income from fee-for-service revenues; and,
- . Potential for contract extension(s) as defined in this RFP;

Payments made to the Contractor from fee-for-service collections are made automatically from the Accounts Receivable Lock Box Account in accordance with the Lock Box account agreement provisions. Thus, once the system is in place and so long as rates, billings, quality of service and response-time performance remain consistent with contract requirements, the entire business structure, in effect, "runs itself," requiring only periodic monitoring to ensure compliance. Should problems develop, mechanisms are provided to allow the County to effect corrective action as appropriate, even to the extent of a total takeover of Contractor's operations should such dramatic action be justified.

B. Contractor's Performance Requirements

The level of clinical response time and financial performance expected by the Contractor can be characterized as follows: clinical performance delivered in accordance with response-time requirements that are measurable with services that are appropriately charged for. On-board equipment and supplies should be upgraded from time to time throughout the term of the contract. Equipment maintenance expectations are high. The system is designed to achieve and maintain high performance standards. Efforts to upgrade and improve service must be pursued by the Contractor.

1. Performance Required

This procurement will result in a performance contract. That is, while the County is interested in a bidder's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and so forth, the County is more interested in the successful bidder's actual performance. That performance may be summarized as follows:

- a. An appropriate System Status Plan Coordinator Position/ Function must be maintained at the 9-1-1/PSAP BOEC Dispatch Center
- b. An appropriately staffed ambulance personnel response within response time limits (see Section II) as established by the County.
- c. Clinical performance must be consistent with current County medical standards and protocols.

- d. The conduct of personnel must be professional and courteous at all times.
- e. Patient charges for services must be at the approved rate structure.

The result-oriented nature of this procurement cannot be overstated or overemphasized. A procurement of this nature may be considered highly desirable both to companies which have already demonstrated the ability to produce performance of this caliber, as well as to well-meaning companies desirous of the opportunity to demonstrate such capability. The County recognizes that some companies may be clearly qualified by current performance to perform this work, while other companies may be apparently capable of performing the work but without a substantially analogous track record. Still other companies may be desirous of developing the apparent capability but do not necessarily possess that capability, even hypothetically, at this time. The County is also aware that even the most diligent good faith effort by the best intentioned entity may fail to produce the required performance results, especially if that entity has no directly comparable successful prior experience in the delivery of the required performance levels.

Even with these considerations, performance results are required under this procurement. An entity that fails to perform will be replaced promptly.

2. Not a Level-of-Effort Contract

The bid may include a description of vehicle-coverage plans, basing modes, on-call crew provisions, and dispatch-center coverage estimated by the bidder to be sufficient or even in excess of that necessary to meet the required performance standards, for acceptance by the County of the bidder's proposed level of effort. In accepting a bidder's offer, the County neither accepts nor rejects a bidder's level-of-effort estimates; rather, the County accepts the bidder's promise to employ the estimated level of effort or any other greater or lesser level of effort as necessary to the achievement of the clinical and response time performance results required hereunder.

3. Expertise and Judgment

Each bidder is specifically advised to use its own best expert and professional judgment in deciding upon the various methods to be employed to achieve and maintain the performance required under this procurement. Compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters comprise each entity's own strategies and tactics for getting the job done well. The County recognizes that different entities may employ different methods, perhaps with equal success. By allowing each bidder to select, employ, and change its management methods, innovation and improved efficiency without sacrificing performance may be accomplished by the bidder.

4. Primary Responsibilities of Contractor

The list provided below identifies primary responsibilities of the Contractor. The list should be considered illustrative of primary responsibilities only, and should not necessarily be considered complete. Numerous ancillary and support functions are also the Contractor's responsibility, such as compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control and numerous other functions. Primary responsibilities of the Contractor include:

- a. Contractor employs and manages all ambulance system-status coordinator personnel and functions.
- b. Contractor provides or contracts for employee in-service training.
- c. Contractor provides or contracts for equipment maintenance.
- d. Contractor furnishes all fuel, lubricants, repairs, initial supply inventory and all supplies (except those supplies replaced by hospitals).
- e. Contractor prepares, monitors and updates the System Status Plan.
- f. Contractor develops, negotiates, and maintains hospital/ ambulance coordination policies, patient equipment "exchange" policies, equipment rotation program, hospital post relationships where appropriate, and maintains good working relations with all other health care contractor organizations and personnel.
- g. Contractor maintains good working relationships with all first responder and PSAP organizations to ensure continued support.
- h. Contractor secures new or replacement ambulance post locations as Contractor deems necessary.
- i. Contractor maintains good working relationships with area 9-1-1/PSAP, fire and law enforcement agencies.
- j. Contractor markets transfer work and other ancillary services to improve system efficiency and to enhance the system's disaster response capacity.
- k. Contractor ensures courteous and professional conduct of office personnel, control-center personnel, and field personnel at all times.
- l. Contractor maintains neat, clean, and professional appearance of personnel, equipment and facilities.
- m. Contractor works out mutually beneficial support agreements with neighboring ambulance services, subject to approval by the County.

- n. Contractor promotes and maintains good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints.
- o. Contractor provides, upon request, paramedic-assist training and in-service training to first-responder personnel, and may in some cases, also provide basic first-responder training.
- p. Contractor participates actively with EMS Medical Director's medical audit process, provides special training and support to personnel found in need of special assistance to specific skill or knowledge areas, and provides additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to the county medical control committees and the EMS Administration.
- q. Contractor maintains state and local vehicle permits, as required, and personnel certifications.
- r. Contractor causes State of Oregon, County Medical Director and the EMS Administration policies to be properly implemented in the field. Contractor shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. The Contractor shall also respond to all quality assurance and incident reports in a timely fashion.
- s. Contractor shall, when requested, advise the EMS Administration concerning financial implications of changes under consideration.
- t. When requested by neighboring jurisdictions, Contractor shall analyze service requirements and develop a proposal to furnish service to such jurisdictions.
- u. Contractor shall operate or have an approved contract for a data-processing, billing/collection and reporting system.
- v. Contractor shall provide adequate numbers of paramedic preceptors for pre-hospital training programs, as required.
- w. Contractor shall provide data and records to the Contract Compliance Committee.
- x. Providing all data including financial reports as required in this RFP.

5. Rights and Responsibilities of Field Personnel

Field personnel and system status manager's are certified and/or accredited according to the State of Oregon and Multnomah County. A direct linkage is created between field personnel and the system's physician leadership. Where issues involving questions of patients are concerned, there is no "chain of command". Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the EMS Medical Director on issues related to patient care.

This direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. Certified personnel are prohibited by the laws, rules and regulations which govern this system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., trip tickets, incident reports, etc.). System Status Coordinators and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.

6. Reasonable Work Schedules and Working Conditions

While this contract is a "performance contract," and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. In line with this need, the Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours without specific approval of the County.

Except as noted in this RFP, no additional specific requirements regarding work schedules and working conditions are established under this procurement.

7. Reasonable Compensation and Fringe Benefits Required

High levels of efficiency are expected and required under this procurement. It is assumed that such efficiency will be derived from the system's superior economies of scale, from off-peak use of excess production capacity, from precision system-status management, from the numerous advantages of a more professional and better motivated work force, from superior management practices and from the effects of periodic competition. It is not, however, intended that economic efficiency should be derived by use of compensation levels for field personnel that are below the industry average. A copy of employees benefits handbook shall be kept on file with the County.

The County in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages. However, Contractor shall demonstrate, initially and throughout the term of the contract, that the combined effect of the compensation program for field personnel and system status coordinator personnel provides a financial benefit to these personnel which is at least the substantial equivalent of the average rate of compensation for the private sector field personnel in Oregon.

8. Use of Off-Duty Personnel Pagers

Individual pagers shall be made available by the Contractor for individual assignment to each dispatcher and field medic who agrees to carry one. The main purpose of these pagers is to maintain rapid communications capabilities between the EMS Dispatch Center and off-duty personnel in case of disaster, locally or in a neighboring jurisdiction.

9. New Employee Recruitment Methods

At the start of the initial contract, Contractor is required to recruit and give preference to the qualified incumbent work force, especially EMT-P and EMT-B personnel previously working within the local EMS system and local working EMTs who are enrolled in or who have been accepted for enrollment in a paramedic training program.

10. EMS Dispatch Center, System Status Management, and Estimated Minimum Unit Hour Coverage

a. EMS System Status Plan Coordination

Contractor shall furnish all manpower for the SSP Coordinator Position at the 9-1-1/PSAP at the BOEC Dispatch Center for the identification and coordination of all resources for the operation of the System Status Plan, subject to approval by the County. Sufficient certified personnel must be present in the BOEC Dispatch Center at all times.

b. System Status Management

A current System Status Plan, approved by Multnomah County must be maintained. The Plan shall be updated as often as necessary after approval of the County.

Since Contractor shall be held responsible for response-time results, and for providing response time equality among the various neighborhoods of the service area, Contractor may otherwise employ and alter such systems status management practices as Contractor sees fit, with County approval.

c. **Unit-Hour Coverage**

The most important factor affecting response time reliability and system efficiency is effective "unit-hour" utilization. Under this procurement, Contractor is allowed to employ innovation and sophisticated techniques for maximizing unit-hour utilization.

Furthermore, if the winning bidder is able to achieve the required results using even fewer unit hours than the bidder originally projected, the marginal cost savings shall accrue to the financial benefit of the Contractor. However, in certain cases, this financial incentive to cut-unit hour production far below original estimates may, in some cases, work simultaneously to the short-range financial advantage of the Contractor and to the long-range disadvantage of the entire system and the community it services. Therefore, the County has specified in the bid package a maximum unit-hour utilization ratio, above which Contractor may not operate without approval by the County. However, so long as Contractor's response time performance exceeds the requirements of this contract, and provided Contractor can show that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), the County shall not withhold its approval of Contractor's request to exceed the maximum unit-hour utilization ratio.

11. **Estimated Business Volume**

The County specifically makes no representations concerning the number of calls, transports or "dry runs", quantities or length of long distance transfer service, or frequency of special event coverage which will be associated with this procurement.

12. **Response-Time Requirements**

Specific response time requirements are all to be met and are as specified in the RFP.

a. **PSAP and First Responder Alert**

The need for PSAP and first response alert shall be determined in strict accordance with dispatch protocols approved by Multnomah County. The Contractor is responsible for establishing and maintaining the appropriate physical communications linkages, as necessary, between the first responders. The services furnished by the PSAP and first responders are extremely valuable to patient care, and are indispensable in some cases. The Contractor shall maintain the best possible working relationship between the ambulance service system, PSAP and first-response contractor organizations.

b. Equalize Response Time Performance

The Contractor shall operate the ambulance service system so as to equalize response time performance throughout the various jurisdictions of the service area. The County recognizes that it is impossible to fully equalize response time performance throughout all neighborhoods, but does expect the Contractor to effectively minimize such performance discrepancies.

The County may establish districts or zones for response time analysis purposes, and may also establish quantitative and objective standards for defining and determining equality of response-time performance among these areas, through approval of the System Status Plan through the County.

c. Late-run Deductions

This procurement incorporates provisions for financial deductions from Contractor payments relative to late-runs occurring within a defined service area and for other failures to fully meet required standards. Contractor shall agree with County that, in the event Contractor fails to fully meet the response time or other performance standards required, the financial deductions shall not be considered "penalties" or as "liquidated damages" within the meaning of the common law or Oregon Statutes, but rather, shall be considered as a reduction in compensation due Contractor because of Contractor's "alternative" performance of the duties required hereunder. Contractor shall further agree with County that said amounts may be deducted from the amounts to be paid to Contractor from the Accounts Receivable Lock Box Account to be created hereunder.

d. Response Time Exemptions

It is understood that "unusual circumstances" beyond Contractor's reasonable control can induce response times that exceed the aforementioned standards. These "unusual circumstances" include only unusually severe weather conditions, disasters, or unusual periods of very high demand upon the system due to multi-casualty situations.

Equipment failure, system status plan error, or simple lack of a nearby ambulance shall not furnish grounds for release from late-run deductions or general response-time standards. If the Contractor feels that any run or group of runs should be exempt from response-time standards due to "unusual circumstances beyond the Contractor's reasonable control," Contractor may request that these runs be excluded from response-time performance calculations and late-run penalties. If the County concurs that the circumstances do fit the contract's exemption criteria, the County may allow such exemptions in calculating overall response-time performance and/or in assessing late-run deductions.

13. Professional Conduct and Courteous Service Required

The Contractor and its employees are expected to maintain professional and courteous conduct at all times. The Contractor shall address and correct any occasional departure from this standard of conduct.

14. Character and Competence of Employees

All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate permits in their respective trades or professions. The County may demand the removal of any person employed by the Contractor who chronically misconduct themselves or is chronically incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by the Contractor for production of services under this contract without the written consent of the County.

15. Key Personnel and Prohibition Against "Bait and Switch" Bidding

Contractor understands that the County shall, in part, award this bid based upon the qualifications of bidding organization, and upon the qualifications of key personnel presented in bidders' proposals. If awarded this contract, the bidder shall be expected to furnish the personnel identified in bidder's proposal, and throughout the term of the contract, the bidder shall be expected to continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit "bait and switch" bidding.

16. Initial Coverage Plan

During the first three months of operations under this contract, Contractor shall adhere to the initial coverage plan submitted in its proposal, or an approved modification of that plan. Thereafter, at Contractor's discretion and with County approval, the plan of coverage may be altered by the Contractor to produce the required response-time performance with the greatest possible efficiency.

It is anticipated that, initially, Contractor shall utilize comparatively more unit hours of production time than might be necessary after the Contractor has gained additional local experience. That is, in order to be "safe" during the first quarter of operations, the Contractor is advised to deploy more ambulance units than Contractor expects to deploy later in the contract when, with benefit of more local coverage experience, improved efficiency can be safely realized.

Therefore, the Contractor shall submit in its bid proposal, its suggested initial coverage plan for the first three months of operations, and if accepted by the County, the Contractor shall be required to adhere to that plan as a minimum "level of effort" during the first three months of the contract. However, the County reserves the right to negotiate an adjustment to this initial coverage plan with the apparent winning bidder,

if the County feels that an overly optimistic initial coverage plan is the only important flaw in that bidder's package. The Contractor will still be held to minimum performance standards during this initial coverage period.

This initial coverage plan shall specify locations of ambulances, post priorities, or system status procedures, and address the number of vehicles to be deployed during each hour of the day, each day of the week for local emergency and non-emergency coverage during the first three months of operations.

Response-time penalties may be waived, at the Contractor's request and County's discretion, during the Initial Coverage Plan period.

17. Maintenance of Equipment

Under this procurement, the Contractor shall be responsible for furnishing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work.

The quality of preventative maintenance, employee attitude and accountability, and a persistent effort to correct equipment problems, even cosmetic problems, as they appear, can have an important impact on not only long-term operating costs and equipment replacement schedules, but on overall system performance as well.

18. Coordination of Installation and Debugging of New Equipment Required

It is likely that the Contractor will become involved, from time to time, in assisting the County with installation and debugging of new EMS equipment and software which may be placed in service over the period of this contract, and it shall be Contractor's responsibility to inspect such equipment for acceptance, cooperate and assist in installation and debugging, and report to the County in a timely manner concerning any problems with such equipment which might reasonably require the County's attention as regards guarantees, warranties, or payment upon acceptance.

19. Multi-Casualty and "Move Up and Cover" Responsibilities

During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business shall be interrupted from the moment the state-of-emergency or multi-casualty situation is made known to the Contractor by the County. Contractor shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, the Contractor shall be exempted from response time performance requirements, including late-run penalties, until notified by the County that disaster assistance may be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local disaster protocol's established by that community. When multi-casualty assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion levels of

personnel, need for restocking, etc.

During the course of a state-of-emergency, Contractor shall use best efforts to provide local Code-3 and Code-2 coverage. Normal (i.e., not disaster related) multi-casualty incident calls rendered by the Contractor shall be performed in accordance with approved "move up and cover" agreements. In the course of rendering such "move up and cover" services, the Contractor shall not be exempt from late-run deductions, but may appeal penalties for individual calls, otherwise imposed by this contract, and Contractor shall manage any response to such "move up and cover" requests in a manner which does not jeopardize Contractor's ability to render reliable response time performance as required hereunder.

20. Data Collection and Reporting Required

Response data will be supplied by the CAD system at BOEC to the County. The County will then forward the data plus an "exceptions" report to the Contractor. Contractor's data collection and reporting systems shall also meet the following minimum standards:

- a. For each patient contacted, Contractor's ambulance personnel shall complete an approved patient report form, and, if required, Contractor shall furnish a copy of such completed form to the EMS Administration and other appropriate County medical control committees.
- b. Contractor shall furnish to all employees approved "Incident Report Forms" and shall require employees to utilize such forms, and shall routinely furnish a copy of such completed form to the EMS Administration.
- c. Contractor shall furnish its employees with approved "Equipment Failure Report Forms," shall utilize such forms in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the EMS Administration, upon request.
- d. Contractor shall convey to the County, System Status Plan changes at least 30 days in advance of implementation of such changes.
- e. Contractor shall see to it that all Contractor's employees are appropriately certified at the State level. The Contractor shall furnish records of participation by its employees in continuing education programs. Contractor shall also furnish periodic reports showing frequency and type of medical incidents covering the period of time for which reports are requested.
- f. Contractor shall document each instance wherein a presumptively defined emergency call resulted in a response time in excess of the standard for Urban, Rural and Frontier areas, and shall supply the reason for delayed response time, including a summary of steps taken by the Contractor to eliminate that cause of

- poor response time performance.
- g. Contractor shall maintain billing and accounts-receivable information as required by the terms of the Lock Box Agreement, billing records capable of documenting Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of County's designated financial representative.
- h. For each call, transport, or account where Contractor fails to furnish required information, as specified in this subsection, County may, at County's option, impose upon Contractor a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer systems shall not be considered beyond Contractor's reasonable control.
- i. Financial reports shall be provided as follows:
- (1) Financial reports must be provided to the County within 120 days of the end of the fiscal year. Audited statements are preferred. If audited statements are not provided than reviewed statements are required. Financial reports shall also include all CPA notes and opinion letters. All financial reports shall show segmented reporting covering only the operation of the franchise if the Contractor's activities include unrelated income and expenses. Should the County desire an audited statement, Contractor shall be responsible for preparing and presenting such a report within a reasonable time, at no cost to the County.
 - (2) Updated proforma income, working-capital statements and balance sheets for the remaining term of the franchise will be due within 120 days of the close of the fiscal year reconciled by supporting schedules to the proforma statements and audited financial statements.
 - (3) Statements of revenues, expenses and cash flow for each quarter-year of franchise operations will be due 45 days upon the close of each quarter. The statements shall be in at least the level of detail as the original budget submission. The above-annual statements shall reconcile the quarterly statements.
- j. Data on any individual ambulance call shall be made available to the County as requested.
- k. Response to the County "Exceptions Report" supplied shall be provided to the County monthly, describing the reason for the exception, variances requested

and possible corrective actions.

The following table summarizes the franchise reporting requirements.

| Multnomah County | |
|--|--|
| Summary of Ambulance Franchise Reporting Requirements | |
| Data to be Collected By Contractor | How Often |
| Field assessment forms and standardized data | As per request of County |
| Incidents of Unit Breakdown | Monthly |
| Calls referred to other agencies or to a BLS Unit | Monthly |
| Level "0" Time | Monthly |
| Mutual Aid Response Times | Monthly |
| Hard copies and data in a computer format. | Monthly |
| All calls downgraded by requesting agency | Monthly |
| For each patient contact: approved patient form; approved ALS record | As per request of County |
| Incident Report Forms | As per request of County |
| Equipment Failure Report Forms | As per request of County |
| Convey changes to County System Status Plan | At least 30 days before implementation |
| Records of employee participation in continuing education programs | As per request of County |
| Calls resulting in response times in excess of standards: ● Reason for delayed time ● Summary of steps taken to eliminate poor response time performance | As per request of County |
| Billing and accounts receivable information as required by terms of the Lock Box Agreement | As per request of the County |
| Audited Financial reports | Within 120 days of end of fiscal year |
| Updated proforma income, working capital statements and balance sheets for remaining terms of franchise | Within 120 days of end of fiscal year |
| Statements of revenues, expenses, and cash flow for each quarter/year of franchise operations left | Within 45 days upon the close of each quarter |
| Data on any individual ambulance call | As per request of County |

Note: Contractor shall make available to the County for its examination, its records with respect to all matters covered by this contract.

21. Outside Work

Contractor shall not be prohibited from doing outside work (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, wheel-chair transportation, special-events coverage, Veteran's Administration contract work, etc.) within the Contractor's primary area of responsibility, provided that Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary contract service area ambulance service responsibilities.

22. Contract Commitments

Contractor shall enter into no service contracts as part of providing emergency services within the franchise, which extend beyond the date of termination of this contract, or an extension thereof, except as may be specifically approved in writing by the County.

23. Most-Favored Customer

Under this procurement, all factors of production (as provided in the System Status Plan and Three-Way Lease), employed by the Contractor in the performance of the work, which is the subject of this procurement, whether furnished by the County or not, shall be devoted to the work of this contract. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work. This provision is not meant to preclude other approved uses of the factors of production for the operation of emergency and non-emergency services.

24. On-Scene Collections

Ambulance personnel shall not request or receive payment for services rendered at scene, enroute, or upon delivery.

C. Miscellaneous Provisions

The following miscellaneous provisions are incorporated into this procurement:

1. Compliance With Applicable Laws, Rules and Regulations Required

All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules and regulations apply to the services rendered under this contract, and to maintain compliance with those applicable standards at all times.

2. Compensation Adjustments For Increased Standards

Under this procurement, the Contractor shall be allowed to periodically apply, as specified in this RFP, for negotiated adjustment to Contractor's allowed fee structure or, in the event changes in applicable federal, state or local laws, rules or regulations require changes in the Contractor's operations which may reasonably be expected to increase the Contractor's cost of performance of services which are the subject of this procurement. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon Contractor's cost of operations shall rest entirely with the Contractor. Rate review outside the annual CPI index will be conducted by the Contract Compliance and Rate Regulation Board which is advisory to the Board of Commissioners.

3. Vehicle Marking, Advertising, Public Relations and Marketing

The County shall have the right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this procurement. All vehicle markings, invoices, yellow page advertising, and other advertising and public information programs and material may utilize County's name in addition to the Contractor's name or trademark.

County understands that Contractor may be a business or professional organization, and that as such, the Contractor would have a legitimate interest in improving and promoting its own image as a competent contract contractor of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its national reputation, or to jointly promote the goodwill and reputation of the licensed trade name in the local and regional area.

4. Insurance and Indemnification

At all times during the terms of the contract, and throughout any extension periods, the Contractor shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its sub-contractors to maintain insurance as described below:

a. Worker's Compensation

Worker's compensation insurance with statutory limits as required by the State of Oregon (ORS Chapter 656). Said policy shall be endorsed with the following

specific language:

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

b. Commercial/General Liability

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

- 1) Multnomah County, its officers and employees, and the County approved medical supervising physician are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability.
- 3) The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County.
- 4) This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to Multnomah County, EMS Administration.

c. Automobile Coverage

Automobile liability insurance covering bodily injury and property damage in an amount no less than \$3,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to Multnomah County, EMS Administration."

d. Medical Malpractice (Professional Liability)

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

"This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to Multnomah County."

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

e. Documentation

The following documentation shall be submitted to Multnomah County prior to initiation of the contract:

- 1) Properly executed certificates of insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
- 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within 30 days of the execution of Agreement.
- 3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
- 4) Any public entity who seeks to provide ambulance service under this RFP must supply a written waiver of the limits of liability otherwise available under the Oregon Tort Claims Act, to the extent of the limits of insurance coverage required under this RFP. No such public entity will be required to waive sovereign immunity with respect to any claim for punitive damages.

f. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

g. Major Breach

If Contractor, or any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a major breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from the Lock Box Account due to Contractor, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

5. Non-Transferable Contract

This contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the expressed written permission of the County. Similarly, in the event this contract is awarded to an entity, a majority of whose work is related to the performance of this contract, any change in ownership of that entity shall be considered a form of assignment of this contract, and must be approved by the County, provided however, that the County shall not unreasonably withhold its approval of such change in ownership.

6. Non-Competition

Neither the Contractor no Contractor's employees shall compete with the County for services currently performed by the County. Neither shall the owners, officers or key personnel of the Contractor's organization form separate organizations for purposes of competing with the County for such business. It is the intent of this provision that County growth of Contractor's business should take place under auspices of this contract.

Contractor understands and accepts that a loss of this contract in a future bid cycle means the loss of all business created during the term of this agreement, local and county. Contractor accepts this as a reasonable solution to the problem of system-wide disruption that would otherwise occur.

7. Lame-Duck Provisions

Contractor shall not penalize or bring personal hardship to bear on any of its employees who may apply for work with a with a competing bidder in future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedic personnel, and EMS System Status Coordinator personnel serving in the ambulance service system, shall have reasonable expectation of long-term employment in this system, even though Contractors may change from time to time over the years. In submitting a bid proposal under this procurement, the Contractor expresses its

understanding, acceptance, and endorsement of this provision.

In addition, should the Contractor fail to win the bid in a subsequent bid cycle, the County shall depend on the Contractor to continue provision of all services required under this contract until subsequent winning bidder takes over. Under these circumstances, the County recognizes that the Contractor would, for a period of several months, be operating as a "lame duck" operator. During such period of time, the Contractor shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent bid to a competing bidder, and Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at Contractor's cutting operating costs to maximize profits during the final stages of the contract.

However, the County recognizes that, if a competing bidder is awarded the contract in a subsequent bid cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame-duck" period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not substantially impair Contractor's performance during the "lame duck" period.

8. End-Term Equipment Replacement

Provision is made to allow reasonable amortized costs of new equipment purchased near the end of a contract cycle to be carried over into the next contract cycle.

9. Communication Equipment

Communications equipment and maintenance services are specifically the Contractor's own responsibility and expense unless otherwise stated in this agreement.

10. Minimum Vehicles Furnished

Contractor shall furnish a sufficient number of ambulance vehicles to maintain a surplus of units in excess of peak load unit coverage. If expansion of the primary service area should occur during the term of this contract, system wide peak load unit coverage shall be the basis of this standard. In most applications, a vehicle inventory equal to 133 percent and equipment inventory of 110 percent of peak load unit coverage is considered a minimum safe level.

11. Restriction of Services to Chronic Abusers

To protect the Contractor from possible financial loss as a result of such abuse, the following provisions are made:

- a. Contractor may, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse after discussions with the Medical Resource Hospital, and after conferring with the County's approved EMS medical supervisor. If the Director of the EMS Administration agrees that a named individual is a chronic abuser of emergency services, than the contractor shall follow the listed chronic-abuser policies below.
- b. In the case of such named and confirmed chronic abusers whose attempts to abuse the system include claiming the need for Code-3 or Code-2 ambulance service falsely, Contractor may, at Contractor's own discretion after dispatching an ambulance to the scene, refuse to transport the patient if the Contractor has determined that no such Code-3 or Code-2 condition exists. Refusal to transport must be approved by an appropriate medical resource hospital physician and/or prior written physician authorization. However, the responsibility and liability for making such a decision shall rest entirely with the Contractor.

The County shall assist the Contractor in gaining cooperation from local law-enforcement agencies to establish standardized procedures for requesting Code-3 or Code-2 ambulance services at the scene of auto collisions and other incidents. In consideration of such cooperation by law enforcement agencies, and in consideration of first-responder services furnished by fire departments.

It is recognized that any entity qualified to participate in this procurement already understands that dry runs, cancels, chronic abusers, and courtesy standby service for law enforcement agencies and fire departments exist in the ambulance service industry. Bidders should utilize their own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as a party of "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities.

12. Standby Services

Contractor shall cooperate fully in furnishing immediate standby coverage, as requested by law enforcement agencies and fire departments, during events where fire fighters or law enforcement personnel may be subject to injury. Such standby coverage may be furnished utilizing already on-duty ambulance units, and shall be furnished without additional compensation to Contractor. Non-dedicated standby that can be done based on existing capacity consistent with their system status plan may not charge for that standby service, unless there is a transport.

Except as is provided for in this subsection and in Multnomah County approved dispatch policy and procedures, Contractor shall not engage in telephone call screening, transport refusals, or hand-offs of patient to less qualified crews. All ambulance services

rendered under this contract whether Code-3 or Code-2 or "move up and cover" shall be performed by ALS crews operating from ALS units.

13. Audits and Inspections

At any time during normal business hours, and as often as may reasonably be deemed necessary, County's representatives may observe Contractor's operations, and Contractor shall make available to the County for its examination, its records with respect to all matters covered by this contract, and make excerpts or transcripts from such records, any may make audits or all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this contract. County representatives may, at any time, and without notification, directly observe Contractor's operation of the system status manager at the EMS Dispatch Center, maintenance facility, any ambulance post location, and a County representative may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationships.

The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

This right to directly observe Contractor's field operations, System Status Coordinator operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance and Rate Review Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times.

14. Cost of Enforcement

If either the County or Contractor institutes litigation against the other party to secure its rights pursuant to this contract, the actual and reasonable costs of litigation incurred by the prevailing party shall be paid or reimbursed by the non-prevailing party.

15. Non-Discrimination

Under Title 6 of the Civil Rights Act of 1964, no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This contract is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL 88-352) and Department of the Treasury regulations with respect thereto including regulations under 31CFR, Subtitle B, Part 51, subpart E, which the Contractor agrees to comply with in the performance of its obligations under this

contract.

16. Modifications

County reserves the right to further negotiate with the Contractor the terms of this Agreement.

D. Definitions of Major Breach and Provisions for Emergency Takeover

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

1. Failure of the Contractor to operate the ambulance service system in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this contract.
2. Willful falsification of information supplied by the Contractor during this bid process.
3. Willful falsification of data supplied to the County during the course of operations, dispatch data, patient report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required under this contract.
4. Failure to comply with the accepted plan for ambulance coverage during the first three months of operations under this contract.
5. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame-duck" period.
6. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame-duck" period.
7. Chronic and persistent failure to maintain equipment in accordance with good maintenance practices.
8. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle.
9. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.

10. Violation by the Contractor of non-competition provisions of this procurement or of prohibitions against other uses of factors of production as specified herein, or failure to furnish key personnel of quality and experience as bid.
11. Failure to comply with approved rate setting, billing and collection procedures.
12. Failure to comply with "most-favored customer" provisions of this contract.
13. Marketing or invoicing of services under a trade name other than the County's approved trade name or the routing of income so as to avoid passing it through County's Lock Box Account.
14. Failure of contractor to cooperate with and assist the County after a major breach has been declared and confirmed by the Contract Compliance and Rate Review Committee, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.
15. Abuse of the three-way leasing program to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of leased items by the same amount, or by any other business practice which would have a similar effect.
16. For Urban, or Rural areas, failure to comply with response-time requirements for two consecutive months, or any three months in each calendar year.
17. For Frontier areas, failure to comply with response-time requirements based on a sample of calls as selected by the County to include no less than 20 calls over a 12-month period.
18. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
19. Failure to comply with the terms of the three-way equipment lease or sublease required by the RFP, which default shall be deemed to be a major breach endangering the public's health or safety.
20. Failure to comply on any obligation to the financial institution managing the Lock Box Account, or default on obligations to other financial institutions, which default or defaults are deemed to be a major breach which endangers the public's health or safety or not funneling all funds through the Lock Box Account.
21. Failure to provide a replacement performance bond, or other security acceptable to the County, as required by the RFP, which failure shall be deemed to be a major breach endangering the public's health or safety.

22. Three or more instances of willful falsification of data in any 12-month period by any Contractor employee.
23. Filing by Contractor of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; appointment of a trustee or receiver for Contractor or for any of Contractor's property; a general assignment by Contractor for the benefit of its creditors; or entry of a judgement or order determining that Contractor is bankrupt or insolvent.
24. Other material financial instability of the Contractor deemed by the County as impacting the stability of franchise operations.
25. Failure of any subcontractor to meet any of the above standards.
26. Any other willful act or omission of the Contractor which endangers the public's health or safety.

In the event the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health or safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the EMS Administration. After a hearing on and investigation of the matter by the EMS Administration with input from the Contract Compliance and Rate Review Committee, a determination will be made by the EMS Administration, as to whether a major breach has occurred and whether the public health or safety would be endangered by allowing Contractor to continue its operations. If Contractor disputes the decision, the matter will be forwarded to the Board of Commissioners which will schedule and conduct a hearing on the matter. If a risk to public health or safety is determined by the EMS Administration, the immediate takeover of the ambulance franchise may be initiated at the County's discretion prior to the Board of Commissioner's hearing.

Contractor shall cooperate completely and immediately with the County to effect an immediate takeover by the County of Contractor's operations. Such takeover shall be effected immediately or within not more than 72 hours, after such finding of major breach as determined by the County. The County shall keep whole the existing staff and operations until such time as a new Request for Proposal can be reissued and a new contractor secured. The Contractor shall not be prohibited from disputing an such finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County.

These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health or safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, to Contractor's disbursements from the Lock Box Account, or to equipment subleased to Contractor under the three-way lease program.

Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a major breach of this contract, even if it was later determined that the original declaration of major breach by the EMS Administration was made in error.

The Board of Commissioners shall be the final authority for the County. If the County declares the Contractor to be in major breach of this Agreement on grounds other than performance deficiencies deemed to be dangerous to public health or safety, the Contractor may dispute the County's claim of major breach without allowing takeover of operations by the County prior to legal resolution of the dispute.

E. Liquidated Damages

The parties agree that the unique nature of the services which are the subject of the contract requires that, in the event of contract non-compliance or major breach leading to a County takeover following a declaration of breach or default, calculation of the injury to the County would be difficult. In the context of such an immediate takeover of the contractor's operations, it may be difficult to distinguish the costs of takeover, restoration of service, and the eventual recruitment of a new contractor from the County's normal costs of operations during the interim period between contractors. Similarly, if takeover costs and interim operation costs are high, or if interim period revenues are low, it may be difficult to determine whether such effects were the result of contractor's breach or default versus the effects of faulty management by the County during the takeover and during interim operations.

Costs to the County to implement the emergency takeover, restore services on an interim basis and award a new contract would likely exceed the amount of performance security. Therefore, the contractor and the County shall agree that \$500,000 plus the value of the accounts receivable up to \$2,000,000 for a total of \$2,500,000 shall constitute liquidated damages for any such breach or default. After the emergency takeover and when the County has collected the \$2,000,000 from the lock-box account, the balance shall be turned over to the Contractor. Failure to achieve the \$2,000,000 payment limit from the lock-box account will not limit the liability of the Contractor for payment of the liquidated damages nor the County's ability to collect these funds directly from the Contractor.

Upon declaration of major breach by the Board of Commissioners, the Contractor's rights to disbursements from the accounts receivable shall become the property of the County, and all of the contractor's rights and interest relative to the income from said accounts receivable shall be forfeited up to the \$2,000,000 limit, and the County may use the income from those accounts to finance interim operations.

F. Rights and Remedies Not Waived

The contractor agrees and guarantees that the work herein specified shall be completed without further compensation than that provided for in the contract; and that the acceptance of work herein and the payment therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with the contract. In no event shall any payment to the contractor for services rendered or payment hereunder, constitute or be construed to be a waiver by the County of any breach or any default which may then exist on the part of the contractor, and the making of such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

SECTION VI
PROPOSAL EVALUATION PROCESS

**MULTNOMAH COUNTY
EMERGENCY AMBULANCE SERVICES**

Section VI - Proposal Evaluation Process

A. Proposal Review Committee/Financial Advisory Committee

Multnomah County will establish a review panel that will be advisory to the County Health Officer. The Proposal Review Committee may include additional non-voting technical experts from Multnomah County including: County Health Officer; County Counsel; County Purchasing Agent; and other technical consultants deemed necessary.

The County Health Officer may also, at his discretion, appoint a technical advisory group to evaluate the financial components of the proposal. This advisory group may consist of local financial experts (e.g. local financial officers from reputable financial institutions) and other technical parties with expertise in financing and financial review. The financial advisory group shall make a presentation to the Proposal Review Committee and will be advisory to that committee.

B. Conflict of Interest

All review committee, advisory group members and other parties involved with proposal screening of proposals shall be carefully screened by Multnomah County for potential of conflict of interest. Each review participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential review participants with a material conflict of interest, as deemed by the County, will not be allowed to participate in the review process.

C. Evaluation of Proposals

Proposals must specify enough information to demonstrate the level of credentials, scope of service and financial capabilities for this franchise to be able to complete the screening and evaluation process. An evaluator will be appointed by the County Health Officer for an initial screening of credentials and proposal completeness. The Proposal Review Committee will review and discuss those proposals passing the initial screening process. Each member of the Proposal Review Committee shall complete an individual Proposal Ranking Sheet and rank each proposal according to the individual reviewer's judgment as to the relative merit of competing proposals.

At the discretion of the Proposal Review Committee, a presentation by the bidders may be requested with at least two weeks notice to each bidder. If requested, each proposer will be allowed 30 minutes of presentation and up to 90 minutes of questions and answers by Committee members. Bidders will be allowed to make a presentation of their own materials and chooses up to eight staff persons of the bidders, however, at a minimum the chief executive

officer or equivalent, chief financial officer and anticipated manager or supervisor of the Multnomah ASA should be present. The order of presentations will be determined by random draw. *As a condition of submitting a bid, bidders specifically agree to not attend the presentations of other bidders or receive information regarding another bidder's presentation prior to their own presentation. Violation of this provision may subject the bidder to disqualification.*

Preliminary score sheets and notes of the Committee members will be kept confidential in the interest of encouraging frank communication between the members of the Committee.

Site visits to the bidder's offices, substations or contract sites may be requested by the Proposal Review Committee.

The Proposal Review Committee will not allow any public testimony during their discussion or the introduction of any new materials or information except as requested by the Proposal Review Committee.

The Committee shall make its recommendations to the County Health Officer which may include that any or all proposals be rejected subject to subsection N. of this section.

D. Scoring Process.

Proposal submissions in regard to each scoring category shall be scored and re-scored by each Proposal Review Committee member as follows:

Step 1. Compare. Each member of the Committee shall individually compare proposal submissions relating to a single category (e.g. Qualifications).

Step 2. Group Discussion by Committee.

Step 3. Identify the Stronger Submission and Assign Maximum Points. Based on that comparison, each team member shall identify the stronger of the proposal submissions in that category, and shall award to the firm submitting the superior offer the maximum points shown for that category. If, in the opinion of the individual reviewer, the top two or more proposals do not differ significantly, the reviewer shall award the maximum number of points to each of those proposals for that category.

Step 4. Award Relative Points to Other Submissions. Having assigned the maximum possible points to the stronger submission(s), the individual reviewer shall then award points for other submissions in that same category, consistent with the reviewer's assessment of the relative strength of the competing submissions, on that category only.

Step 5. Repeat Process for all Criteria. Each individual reviewer shall then repeat Step 1 through 4 until scores have been assigned for all categories.

Step 6. Group Discussion by Committee.

Step 7. Potential Oral Presentations to Committee by Proposers.

Step 8. Group Discussion and Re-scoring. Following group discussion, each team member may re-score the proposals.

Step 9. Calculate the Average Scores for All Reviewers. When all reviewers have completed the re-scoring, the Committee shall collect these scores, and shall calculate the average points awarded to each proposal in each category to three decimal points, and calculate the respective totals. Copies of the final average score sheets may be made available to all proposers, upon request.

Step 10. Contractor Recommended. The firm submitting the proposal receiving the higher point total in the re-scoring phase shall be recommended to the County Health Officer for selection as the exclusive contractor.

E. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Proposer is deficient. It is in the Proposer's interest to submit a complete and accurate proposal.

F. Exceptions Taken to Request for Proposal Requirements

Exceptions should be specifically identified and justified. Contractor is advised that exceptions to the County's requirements may jeopardize their standings in the selection process.

G. Investigation

Prospective proposers are advised that the County reserves the right to continue its investigation of proposal after the contract is awarded and throughout the term of the contract. The furnishing of false or misleading information during the proposal process may constitute a breach of contract.

H. Authority for County to Investigate and Verify Credentials and Qualifications

Proposers shall submit executed and notarized forms provided including the "Investigative Authorization" forms provided for the proposer's organization and any subcontractor providing services according to the proposal.

I. Ranking and Weighing of Proposals

It is the County's intent to select a bidder based on the best balance of quality and price. Bidders offering services with pricing which substantially varies from the market (as defined by Medicare prevailing rates), without justification, will be considered as non-responsive.

An initial review of all proposals by the Purchasing Department for completeness and a review

on credentials (pass or fail) will be conducted before any proposal is review by the Proposal Review Committee.

Proposals will be ranked on the following criteria (not necessarily in order):

1. Proposer's credentials and qualifications - 40 points
2. Compensation package and working conditions for prehospital personnel - 15 points
3. Response-time commitments - 15 points
4. Level of clinical sophistication - 10 points
5. Equipment maintenance and management - 10 points
6. Key on-site personnel - 15 points
7. Initial (ambulance) coverage status plan - 15 points
8. Implementation plan for System Status Plan Coordination - 10 points
9. First responder program - 10 points
10. Miscellaneous requirements - 5 points
11. Public Information and Education Program - 5 points
12. Budget, Cost, Charge, Billing Issues - 150 points
 - a. Billing and collection program - 10 points
 - b. Costs/charge documentation and recommendations - 25 points
 - c. Patient Charges - 100 points
 - d. Fiscal strength - 15 points

Total Points: 300 points

J. Key Innovations/Enhancements

Consideration will be given by the Proposal Review Committee for a Proposer who demonstrates commitment to exceed minimum requirements in any of the following areas:

1. Response time/performance standards
2. Compensation package and working conditions
3. Level of clinical sophistication
4. Equipment maintenance and vehicle management
5. Community education program
6. Reductions in patient charge level
7. Exceptions, which are in the best interest of the County
8. Overall program enhancements or innovative approaches

Total available key innovations/enhancements - 10 points

K. Submission of Additional Information

Any proposer may be asked to meet with the Proposal Review Committee to provide additional information and/or answer questions. County staff or its delegate may undertake additional investigation to verify claims made by the recommended proposer during the proposal evaluation process. Such additional investigation may involve site visits, reference checks,

financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the proposer.

L. Recommendation to the Board of Commissioners

Subject to subsection N. below, the County Health Officer, considering the recommendations of the Proposal Review Committee, shall make recommendations to the Board of Commissioners. Upon the Board of Commissioners' action, the County will develop an agreement of service.

If the selected proposer refuses or fails to accept the Agreement for Services within an established time frame, to be determined by the County, the County may award the contract to another proposer whom it believes may best serve the County.

M. Required Precontract Bond to Ensure Execution of Agreement

Upon recommendation to the Board of Commissioners by the County Health Officer, the recommended Proposer may be required to post a \$50,000 bond to ensure execution of the Agreement within 15 days of the recommendation to the Board of Commissioners. The bond will be returned to the recommended proposer upon approval of the Agreement for Ambulance Service by the Board of Commissioners.

N. Protests

Only non-selected bidders may protest. All protests shall be made in writing, signed and addressed to:

County Health Officer
Multnomah County
428 S.W. Stark
Portland, CA 97204

Protests shall state the reason(s) for the protest, citing the law, rule, regulation or procedures on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a proposer to meet the Request for Proposal specifications and requirements, the protester must provide facts and evidence to support the claim. Certified or Registered mail shall be used unless the protest is delivered in person, in which case the protester should obtain a receipt of delivery. Protests shall be submitted not later than 3:00 p.m. on the "Last Day to Protest Recommended Selected" as specified in Section I of the Request for Proposal, entitled "Calendar of Events." Protest(s) will be reviewed and notification of acceptance or rejection will be provided to the protester.

O. Rejection of Proposals

The County reserves the right to reject any and all proposals.

P. Disposition of Proposals

All materials which are submitted in response to the Request for Proposals will become the property of the County and may be returned only at the County's option and at the Proposer's expense. The original copy of each proposal shall be retained for official files.

All materials submitted to the County may be subject to the State of Oregon's public records acts.

SECTION VII
OVERVIEW OF MULTNOMAH COUNTY

MULTNOMAH COUNTY EMERGENCY AMBULANCE SERVICES

Section VII - Overview of Multnomah County

Multnomah County is a county of 465 square miles located on northern border of Oregon. It includes the city of Portland and borders on Clark County in the state of Washington and Clackamas, Columbia, and Washington Counties in the state of Oregon.

A. Terrain

Multnomah County encompasses the majority of the Portland metropolis. The county is essentially urban though it contains over 9,500 acres of park land that equal around 20.2 acres for every 1,000 people. The Willamette and Columbia rivers flow through the county. Mt. Hood, located just outside of Multnomah's eastern border, is a majestic 11,235 foot volcanic peak and is one of the most recognized and photographed mountains in the world. Mt. Hood National Forest accounts for around 85 square miles of the eastern portion of Multnomah County. The estimated square miles of the Multnomah ASA is 465.

B. Transportation

Multnomah County offers excellent access by air, rail, water and roads. Most areas of Multnomah County have convenient access to Interstate 5 connecting Multnomah County to California and Washington states. Interstate 84 is the principal route east to Salt Lake City. The Portland/Multnomah County area is served by three transcontinental railroad lines, 15 tug and barge lines, more than 100 truck lines, 14 passenger airlines and 15 cargo airlines.

C. Airports

Multnomah County is just minutes away from Portland International Airport which offers 550 flights to and from over 120 cities each day. Within the county are three general aviation airports.

D. Climate

The climate of Multnomah County is characterized by mild summers and winters. Temperatures below 25 degrees fahrenheit are rare. July's temperatures average around 67.1°F with an average high of 79°F and an average low of 55.2°F. January's temperatures average around 39°F with a minimum of 33.5°F and a maximum of 44.3°F. Annual precipitation averages only 38 inches with 77.5 percent falling from October to March.

E. Population

Multnomah County is the largest county in terms of population in Oregon with a 1993 estimate of 615,000. That is nearly double the population of the next largest county. Multnomah County population grew 5.3 percent from 1990 to 1993. The county is expected to contain 622,290 residents by the year 1995, 658,397 residents by 2000, 683,876 residents by 2005 and 713,990 residents by 2010.

Table 1 provides the 1993 estimated population for Multnomah County cities.

Table 1

| 1993 Estimated Populations for Cities of Multnomah County | |
|---|----------------|
| Regional District | Estimated Pop |
| Portland | 471,325 |
| Gresham | 73,185 |
| Troutdale | 9,410 |
| Fairview | 3,735 |
| Wood Village | 2,920 |
| Maywood Park | 780 |
| Other | 53,645 |
| Total Incorporated | 561,700 |
| Total Unincorporated | 53,300 |
| Total Population | 615,000 |

Source: Center for Population Research and Census, PSU.
Published by Portland Metropolitan Chamber of Commerce

F. Lifestyle

All of the cities in Multnomah County take pride in their ability to offer residents the following assets: excellent schools, numerous parks, friendly people, easy commuting to jobs (20 minute average), shopping, low crime rates and quality government services. The Portland Metropolitan Area has one of the cleanest and most plentiful water supplies in the country. The area's low utility rates contribute to the low cost of maintaining a residence. Portland City offers free bus service within the City center and close outskirts.

The median sales price of homes in the Portland Metropolitan Area is \$111,800 with a high in Lake Oswego (\$199,500) and a low in North Portland (\$59,900). In 1990, there were 255,751 housing units in Multnomah County and the median monthly home owner cost was \$648 for owners with a mortgage and \$243 for owners without a mortgage. The mortgage interest rate in April 1994 was 8.42. In 1990, the median household income in Multnomah

County was \$26,928. The median gross rent in Multnomah County was \$407 per unit in 1990.

G. Tourism

Around 1.25 billion in tourist dollars are generated in the Portland Metropolitan Area each year. A cosmopolitan atmosphere surrounded by scenic countryside is Multnomah County's strength. The nearby, dramatic profile of Mt. Hood has been a symbol of Oregon's beauty and promise for centuries and is a haven for climbers and hikers. The spectacular Columbia River Gorge, only minutes from Portland, is famous for its excellent wind-surfing and scenery. The County is 90 minutes from Oregon's famous Pacific coastline and also borders on the many of Oregon's colorful wineries.

H. Recreation

There are a full range of recreational activities in Multnomah County and surrounding areas: year-round snow skiing, water skiing, camping, hunting, golf, hiking, horseback riding, fishing, wind surfing, mountain climbing and swimming. The metropolitan area has 37,000 acres of park land. The area also has a culturally rich environment with over 30 art galleries, 10 museums and 200 non-profit arts and cultural organizations. The metropolitan area also supports a quality symphony, an Opera Association and a \$25 million Performing Arts Center.

J. Industry and Economy

Multnomah County is part of one of the most diversified metropolitan economies in the nation and the most diversified on the West Coast. The economy of the region provides a multi-faceted base for economic stability. Multnomah County's excellent transportation position, its educated, expanding work force and its reputation as a good place to live continue to attract new businesses. In response to increased demand for services, significant commercial and industrial areas have developed within the county's major cities and surrounding areas.

With around 800 high-tech companies located within its bounds, the Portland Metropolitan Area is considered to have one of the highest concentrations of high technology in the nation. Businesses are attracted to Multnomah County because of its cooperative government with supportive services and its expanding global influence. The Port of Portland is third in overall volume on the West Coast.

K. High-Risk Population

According to 1993 estimated populations, 12.8 percent of the County's population was sixty-five years of age or older (78,755). The 1990 Census identified 13.1 percent of the County population as living below the poverty line. An influx of tourists during the spring and summer months, leads to a substantial increase in population that may impact the EMS system. Because Portland is a major business center, the total population within the County during work hours is also substantially higher than the resident population.

L. Subpopulations/Race Breakdown

Multnomah County has African American (estimated at 6.02 percent), Asian (estimated at 4.43 percent), Hispanic (estimated at 3.15 percent) and Native American (estimated at 1.12 percent) subpopulations. Table 2 is a listing of the population by race for the county.

Table 2

| MULTNOMAH COUNTY 1990 Population by Race | | |
|--|----------------|----------------|
| White | 507,890 | 87.98% |
| Black | 35,133 | 6.02% |
| Native American, Eskimo, Aleut. | 6,734 | 1.15% |
| Asian | 25,848 | 4.43% |
| Pacific Islander | 1,478 | 0.25% |
| Other | 6,804 | 1.17% |
| Total Population | 583,887 | 100.00% |
| Hispanic Origin* | 18,390 | 3.15% |

Source: Bureau of the Census, 1990. Published by Portland Chamber of Commerce.

* As defined by the Bureau of the Census, persons of Hispanic origin may be of any race.

M. Staffing and Training

I. Personnel Categories

- a. Emergency Medical Dispatchers (EMD) are certified by the State Board on Public Safety Standards and Training. The EMS Medical Director may set forth additional requirements and further dispatch criteria may be developed by the County. The Bureau of Emergency Communications (BOEC) will continue to dispatch all first responders and contract ambulances according to this criteria. Dispatchers may provide the caller with pre-arrival instructions for patient care after dispatch is under way.
- b. First Responders: In medical emergencies, the various fire departments of Multnomah County act as first responders. It is the stated goal of the Multnomah County ASA Plan that all first responders be trained to the EMT-Basic level with acknowledgement that this may be difficult due to the volunteer nature of the rural fire protection districts. At least one EMT-B should be at the scene of a medical call. The EMS program will assist rural contractors in the development and provision of training necessary to meet this goal. In urban

areas, fire units provide many ALS first response units. Should it be deemed appropriate, and agreed upon by the fire units and the county, all rural first responders may be encouraged to staff at the ALS level.

c. **Emergency Medical Technicians:**

All ambulances providing 9-1-1 emergency response will be staffed by two (2) EMT-Paramedics. Other licensed ambulances may be staffed with EMT-Basic or EMT-Paramedic personnel, according to the level of service. The County may set additional standards for critical-care transfers, specialized services. In addition to the requirements for State certification, the County may require additional training or education at all levels of prehospital staffing

It is the goal of the EMS System to provide continuing education through a single coordinated educational program. All EMTs will be required to attend periodic inservice sessions in order to maintain their credentials as approved by the County. Contractor agencies will provide educational and training to their employees and other EMTs in the system as approved by the County.

d. **Nurses:**

Multnomah County does not have critical-care nurses routinely accompanying ambulance transports. Only on certain special transfer units, such as the neonatal team, are nurses included. The Board of Nursing has authority over these nurses.

2. **Training Programs**

a. **EMT Training:**

Training and certification required for those technicians providing ALS care will be at the level of EMT-Paramedic (EMT-P). Training for other EMTs will be at the level of EMT-Basic (EMT-B). The County may require additional training or education.

All training and continuing education may be provided throughout the EMS system through a single, coordinated educational program. Resources now available and additional training resources identified will be "pooled" to allow for their maximum use. The County will establish system-wide criteria that meet the needs of EMTs in both urban and rural settings. This will also insure that all personnel receive appropriate and consistent training.

The training requirements of personnel are as follows:

EMT-Basic

1. **Didactic:** 110 hours; and,

2. **Clinical:** Satisfactory completion of a minimum of 8 hours in a hospital Emergency Department, during which clinical skills as required by the Division are performed under direct supervision of a clinical preceptor; and,
3. **Exams** Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Intermediate

1. **Didactic:** 76 hours; and,
2. **Clinical:** Satisfactory completion of a minimum of 44 hours, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
3. **Exam:** Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

EMT-Paramedic

1. **Didactic:** 255 hours; and,
2. **Clinical:** Satisfactory completion of a minimum of 240 hours distributed among hospital clinical areas as prescribed by the State of Oregon, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor.
3. **Field Internship-** Satisfactory completion of a minimum of 200 hours, to include at least 40 ambulance calls; no less than 10 each in cardiac, respiratory, general medical, and trauma emergencies, during which clinical skills as required by the State of Oregon are performed under direct supervision of a clinical preceptor; and,
4. **Exam:** Written mid-course and final examinations and final practical examinations as prescribed by the State of Oregon.

b. Dispatcher Training:

All dispatchers are trained to meet Emergency Medical Dispatcher (EMD) standards set

forth by the State Board on Public Safety Standards and Training.

N. Hospital Resources

Within Multnomah County there are ten hospitals offering emergency medical services: Bess Kaiser Permanente, Eastmoreland Hospital, Legacy Emanuel Hospital, Legacy Good Samaritan Hospital, Legacy Moot Hood Medical Center, Veterans Affairs Medical Center, Woodland Park Hospital, and The University Hospital. The Level I trauma centers serving Multnomah County are the University of Oregon Health Sciences (OHS) Center and Legacy Emanuel Hospital. The OHS Center also functions as the Medical Resource Hospital (MRH) for the county. Paramedics are required to consult with the MRH for certain treatment orders, however, paramedics in Oregon rely extensively on standing orders. An overview of hospital information is provided in Table 3.

Table 3

| MULTNOMAH COUNTY 1994 Hospital Data | | | | |
|--|---------------|--------------|----------------------------|----------|
| Hospital | Total Beds | E.D. Beds | Monthly E.D. Pt. Volume | Heliport |
| Bess Kaiser Medical Center | 220 | 26 | 2750 | no |
| Eastmoreland Hospital | 100 | 9 | 680 | no |
| Legacy Emanuel Hospital & Health Center | 554 | 23 | 2900 | yes |
| Legacy Good Samaritan Hospital & Medical Center | 539 | 9 | 1750 | no |
| Legacy Mount Hood Medical Center | 108 | 9 | 2000 | yes |
| Oregon Health Sciences University Hospital | 360 | 17 | 2600 | yes |
| Portland Adventist Medical Center | 302 | 12 | 2400 | yes |
| Providence Medical Center | 43 | 17 | 300 | yes |
| Veterans Affairs Medical Center | 300 | 15 | 1500 | no |
| Woodland Park Hospital | 150 | 9 | 1200 | no |

Source: Survey by The Abaris Group, November 1994

P. Communications**1. System Users**

Multnomah County is served through a single 9-1-1/PSAP accessible by callers through enhanced 9-1-1. EMS contracts with The Bureau of Emergency Communications (BOEC) for emergency medical triage, pre-arrival instructions, and contract ambulance dispatch. BOEC provides the same services for all police departments, fire departments and districts in the county.

BOEC will continue to provide 24-hour per day staffing of communications personnel for 9-1-1/PSAP answering of telephone for police, fire and medical service requests for the majority of the Multnomah ASA. There is sufficient staffing such that no more than 5.5 percent of the calls will be delayed more than 20 seconds during any one 28-day reporting period.

9-1-1 medical calls are initially processed by call-takers who use the EMS- approved, call-triage guide to determine the nature of the call and the level of emergency or non-emergency response required. Under County rules, if a person calls any ambulance company and requests service, the company must triage that request using the same triage guide that is used at the BOEC and then, if the request is determined an emergency per the triage guide, pass the call information to BOEC for response.

Future EMS dispatching will be governed by a set of protocols and procedures recommended by the EMS Medical Director.

2. System Components

Multnomah County EMS contractors are currently using the following categories of frequencies for EMS communications:

- . Ambulance Dispatch: (UHF) MED NET 9 (462.950)
- . MRH/Vehicle: (UHF) MED NET 4 (463.075)
- . Vehicle/Vehicle: VHF frequency
- . Ambulance/Receiving Hospital: Communication between ambulance and receiving hospital is communicated on (VHF) HEAR (155.340 MHZ)
- . Fire Vehicles: fire channels
- . MCI communication is done on (UHF) MED NET 1 (463.000)

All of the above communications systems are in the process of being converted to an 800 MHZ trunked radio system installed throughout the County by the City of

Portland. Each contract unit and fire unit will be equipped with a mobile data terminal (MDT) for communication with dispatch and CAD system and an Automated Vehicle Locator or (AVL).

Q. Transportation

1. Transportation to Specialty Care Facilities

Currently Multnomah County is served by one regional burn center at Legacy Emmanuel Hospital and the two regional trauma centers. Patients with these special needs are triaged and stabilized within the Multnomah County hospital system. If advanced specialty care is necessary, patients are usually then transported to one of the regional trauma, burn centers or other specialty centers.

2. Air Medical Transport

Air medical transport in Multnomah County is provided for by Life Flight, based out of Legacy Emmanuel Hospital in Multnomah County. Life Flight helicopters operate within a 100-mile radius of Portland. Life Flight flies a BK117 and Bell 230 aircraft with each having the capability of carrying two patients as well as a BO105 used as backup during periods of maintenance. In addition, Life Flight operates a medical fixed wing Mitsubishi MU-2I to be used outside the hospital radius which it contracts from Premier Jets in Hillsboro.

The Oregon Air National Guard, operating out of Salem, Oregon also assists with search and rescue missions within Multnomah County. The Air Force Reserve Unit (304th) also assists with search and rescue, providing transfers only. Both of these entities do not compete with Life Flight.

3. Special Transportation

The county area is served by private ambulance critical care transport units.

4. Multi-Casualty Transportation

Multnomah County has mutual-aid agreements signed with surrounding counties to assist in multi-casualty transportation.

R. Ambulance Data for Multnomah County

There were a total of _____ logged calls and _____ transports in the franchise zone during _____. Currently, the ASA is served by approximately _____ ALS ambulances, two privately owned helicopters and one medical fixed-wing plane.

Total logged ambulance calls by month for the franchise zone are included in Table 4. A breakdown of calls for the franchise zone according to time of day is represented in Table 5.

ATTACHMENT I
DEFINITIONS

ATTACHMENT I**DEFINITIONS**

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

Advanced Life Support (ALS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 and one of whom must be certified at or above the level of an EMT 3 as defined in ORS 823.020, and which meets the requirements of OAR 333-28-050(2) or 333-28-052(2).

Ambulance - means any privately or publicly owned motor vehicle, aircraft or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advance life support ambulance. (OAR 333-28-000)

Ambulance Contractor or Ambulance Service Contractor - means a contractor of "ambulance services" as defined by ORS 823.305.

Ambulance Service - An ambulance service is a private or public organization or individual providing an ambulance for use in emergency service or a situation which has the potential of becoming an emergency and as defined by ORS 823.305.

Ambulance Service Area and/or "ASA" - means a specific geographic area of Multnomah County which is served by one ambulance service contractor.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

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

Basic Life Support (BLS) Ambulance - means an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT 1 as defined in ORS 823.020 and which meets the requirements of OAR 333-28-050(1) or 333-28-052(1).

Bidder - means the applicant under this RFP process.

Board - means the Board of Commissioners for Multnomah County, Oregon.

BOEC - Bureau of Emergency Communications, the facility operated by the City of Portland Communications Department which operates the 9-1-1/PSAP and the first responder dispatch services for the majority of the Multnomah ASA.

Code-1 Call - Any non Code-3 or Code-2 request for service which are scheduled or unscheduled

where a physician has determined a need for an ambulance because of a potential for an emergency.

Code-2 Call - Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call - Any request for service perceived or actual life threatening, as determined by dispatch personnel, in accordance with County policy, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch or CAD - Computer-Aided Dispatch system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Contract Compliance and Rate Review Committee - A committee which evaluates ambulance contract compliance, reviews levies of penalties for non-compliance and reviews appropriate rate requests.

Contract Emergency Ambulance - means a vehicle, meeting the definition of "ambulance" as defined in OAR 333-28-000 and licensed by the County to respond to emergency medical calls.

Contractor - means the ultimate entity that is awarded a contract to operate the Multnomah ASA franchise.

County - means Multnomah County, Oregon

CQI - Continuous Quality Improvement

Department - means the Multnomah County EMS Department.

EMS Contractor - means a contractor of emergency medical services.

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

Emergency Ambulance Service - means the provision of advanced or basic life support, and transportation by ambulance, if appropriate, to respond to all medical emergencies, but the term does not include first responder services.

Emergency Call - A request for an ambulance to transport or assist a person in apparent sudden need of medical attention, or to assist a person who has the potential for sudden need of medical attention, or in a medical emergency as determined by a physician, to transport blood, any therapeutic device, accessory to such device or tissue or organ for transplant.

Emergency Care - means the performance of acts or procedures under emergency conditions in the

observation, care, and counsel of the ill, injured or disabled; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in prehospital emergency care. However, "emergency care" does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.

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

Emergency Medical Services (EMS) - means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

Emergency Medical Technician - means a person who has received formal training in prehospital emergency care and is state-certified to attend any ill, injured or disabled person. Police officers, fire fighters, funeral home employees and other personnel serving in a dual capacity, one of which meets the definition of "emergency medical technician" are "emergency medical technicians" within the meaning of ORS Chapter 823.

Emergency Medical Technician -Basic (or EMT-B) - Ambulance personnel as defined in the OAR 333-580-000.

Emergency Medical Technician- Intermediate - Personnel as defined in the OAR 333-580-000

Emergency Medical Technician - Paramedic (or EMT-P) - Personnel as defined in the OAR 333-580-000

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

Franchise - means a right granted by the Board after a competitive request for proposal process to provide ambulance services as defined by ORS 823.305 on an exclusive basis but subject to the limits and conditions of this Plan. Assignment of an ASA to a rural fire protection district pursuant to Sections 7-1 (A)(1) and (2) of this Plan shall be considered a franchise.

Frontier Area - is a areas within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Geographical Based Information System (GIS). A state and county mapping system used to integrate data and geographical boundaries.

Governing Law - are the State of Oregon approved Multnomah County Ambulance Service Area (ASA) Plan, ORS Chapter 823, Health Division Rules (Oregon Administrative Rules Chapter 333, Division 28), County ordinances, RFP requirements, rules and County medical control procedures and protocols, which are incorporated into this RFP by reference, which set forth the requirements for

service in this RFP.

Lock Box Account - A specially designed bank checking account meeting the standards of the County, that is used to deposit accounts receivables, which are held "in trust" for a defined period of time, in the event of a breach or default of contract.

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

Medical Director - A physician with experience in emergency medical systems who provides medical oversight to the Multnomah County EMS System.

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

Mileage - Actual mileage traveled when transporting a patient(s).

Notification Time - means the length of time between the initial receipt of the request for emergency medical service by either a contractor or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service contractors.

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

On-Scene Time - The time an ambulance arrives at the location requested.

Physician - Any person duly licensed to practice medicine in the State of Oregon.

Public Safety Answering Point (PSAP/9-1-1) - means the organization that answers calls for police, fire and emergency medical assistance that are received from persons dialing 9-1-1.

Response Time - means the length of time between the notification of each contractor and the arrival of each contractor's emergency medical service unit(s) at the incident scene.

Supervising Physician - means an M.D. or D.O. licensed under ORS Chapter 677, actively registered and in good standing with the Board of Medical Examiners, and approved by the Division, who provides direction of emergency care provided by EMTs.

System Status Management Plan - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

Rural Area - is an area within an ASA which is designated as such on the map provided in Attachment III of this RFP.

Staffed - means qualified persons, physically located at or immediately accessible to an ambulance

contractor's base of operation within an ASA, available on a 24-hour basis.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

Three-Way Lease - A financing tool for all equipment used in the ambulance franchise, allowing the third party (i.e., County) to take responsibility and/or control of all costs should there be a default or breach.

Urban Area - is an area within an ASA which is designated as such in the map in Attachment III of this RFP.

ATTACHMENT II
MULTNOMAH COUNTY AREA
Public Safety Contacts

ATTACHMENT II
MULTNOMAH COUNTY AREA

Public Safety Contacts

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ATTACHMENT III
MAPS OF RESPONSE AREAS

ATTACHMENT IV
MULTNOMAH COUNTY
AMBULANCE SERVICE AREA (ASA) PLAN

ATTACHMENT V

PROPOSED AMBULANCE FRANCHISE CONTRACT

ATTACHMENT VI
SAMPLE QUALITY INDICATORS

APPENDIX VII

SAMPLE PREHOSPITAL QUALITY INDICATORS

I. Indicators

A. Dispatch related

1. Any failure to respond to request for EMS
 - (a) Any delay in dispatch
2. Discrepancy between dispatch and transport priority
 - (a) Evaluation of specific dispatch performance and tape review when any stat transport occurs where the initial dispatch priority is less than an equivalent priority.
3. Multiple responses to the same address during the previous shift
 - (a) Specifically, this is cross-linked to on-line tape review of call-in procedure and field assessment forms to evaluate paramedic field performance.
4. Dispatch delays
 - (a) > 1 minute from receipt of 911 request to unit alert
 - (b) > 1 minute from receipt of unit alert to unit enroute
5. In an all ALS system - any BLS turnover (to insure base hospital involvement and compliance with policy)

B. On-Scene Times

1. Any trauma patient with a on-scene time > 10 minutes
2. Any respiratory distress patient with a on-scene time > 10 minutes
3. Any prehospital patient with a on-scene time > 20 minutes

C. Non-Transported Patients

1. Any patient contacted, evaluated or treated by prehospital personnel who was not transported to the hospital
2. Any patient signed out AMA without base hospital approval
3. Any request for emergency dispatch of a high priority (in a system using priority dispatch), that does not result in the transportation of a patient to the hospital

D. Documentation related

1. Any patient transported by EMS for whom a copy of the ambulance run report is not left in the E.D. medical record

E. Field treatment related

1. Complications of procedures
 - (a) any endotracheal intubation attempt that results in a major complication (i.e. unrecognized esophageal intubation)
2. Medication errors
3. Delay in a procedure (i.e. defibrillation in ventricular fibrillation)

4. Deviation from treatment protocols in the setting of radio failure
 5. Prehospital destination not in compliance with policy
 - (a) Prehospital diversion
- F. Specific situations
1. All pediatric cardiac arrests
 2. All intraosseous lines
- G. Trauma system related
1. Deaths in patients with high "probability of survival"
 - (a) all deaths with a high probability of survival by TRISS method
 2. ACS trauma audit filters
 3. ACEP Trauma Care System Prehospital Indicators
- H. Complaints and incident reports
- II. Rate Based Indicators (Standard of Compliance/Threshold)
- A. Dispatch related
1. Dispatch intervals
 - (a) 90% \leq 1 minute from receipt of 911 request to unit alert
 - (b) 90% \leq 1 minute from receipt of unit alert to unit enroute
 2. Response time interval
 - (a) Urban
 - (1) 90% < 8 minutes
 - (2) > 15 minutes
 - (b) Rural
 - (1) 90% < 20 minutes
 3. Distribution of patient destination by presumptive patient code analysis
- B. Field treatment related
1. Success rates with procedures
 - (a) \geq 90% success rate with oral endotracheal intubation
 - (b) \geq 90% success rate with peripheral IV's
- C. Documentation
1. 100% of prehospital patients have copy of PCR left at the hospital
 2. \geq 95% of prehospital patients have PCR completed with all required information
- D. Trauma system related
1. Scene times
 - (a) \geq 95% of trauma patients have a scene time < 10 minutes
- E. Outcome data
1. EMT defib program
 2. Prehospital cardiac arrest
 - (a) witnessed V. Fib. arrest of cardiac etiology discharged alive rate

Source: B. Holyroyd, Quality Improvement Indicators, Fresno, CA. 1991.

1998-199-01/009 503/600 Deb B
NOVEMBER 22, 1994 REGULAR BOARD ME
D02/06/05/04 12/21/2004 147746 O
Clerk of the Board

DEAN Kevin

From: SAMPLE Sheryle A
Sent: Monday, February 09, 2004 1:37
To: Archives Requests
Cc: SAMPLE Sheryle A
Subject: HOWARD, DAVID CALVIN JR

Please send Interchange archive file on the above

Control# 2003-000210 Box# 002 to River Rock - B

Thank you very much.