

# **MORROW COUNTY SERVICES CONTRACT EXCLUSIVE AGREEMENT FOR AMBULANCE SERVICE**

This contract ("Contract") is between MORROW COUNTY ("COUNTY") and MORROW COUNTY HEALTH DISTRICT ("PROVIDER"), referred to collectively as the "Parties."

The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be \_\_\_\_\_, 2024, or the date on which all Parties have signed this Contract, whichever is later. Unless earlier terminated, as provided below, the preliminary termination date shall be \_\_\_\_\_, 2029.

The Agreement may be extended every five years, such extensions to occur automatically at the end of each service term if neither party takes action. If COUNTY elects to terminate services under this Agreement, COUNTY shall notify PROVIDER of such decision by formal written notice at least eighteen months prior to the scheduled end of the term of the Agreement currently in place.

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

**Purpose:**

1. Oregon law requires counties to develop a plan relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASA). Oregon Revised Statute Chapter 682.
2. Morrow County adopted an ASA which was approved by the Oregon Health Authority.
3. The ASA plan and Morrow County Code established the ASA for the COUNTY and a process for soliciting proposals from ambulance service providers and regulating the quality of ambulance services.
4. The PROVIDER submitted a proposal to provide emergency ambulance service as the exclusive provider for the entire county and all ambulance service areas subject to the Morrow County ASA Plan and agrees to operate an ambulance service subject to the terms of this Contract and for a fee that will not exceed its actual losses, as determined on PROVIDER's regular financial statements, incurred for providing those services, consistent with its purpose, philosophy and principles.
5. The COUNTY's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion, all aimed at protecting the health and welfare of the residents and visitors of Morrow County.
6. PROVIDER is a public health district formed under Oregon law for the purpose of promoting the health, safety and welfare of the residents of Morrow County. Health Districts enable residents of that district to equitably spread the costs associated with operating a health system among the county population, who all benefit from the availability of comprehensive health services, including ambulance services.

# MORROW COUNTY SERVICES CONTRACT

## PROVIDER SIGNATURE

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

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## MORROW COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Morrow County Board of Commissioners designee.

County Chair or Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### County Attorney Review:

Reviewed:-----, COUNTY ATTORNEY FOR MORROW COUNTY, OREGON:

\_\_\_\_\_ Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** PROVIDER shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of COUNTY.
3. **No Third Party Beneficiaries.** COUNTY and PROVIDER are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Independent Parties.** This agreement is an agreement by and between two independent parties and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated by the County and Provider by mutual written agreement at any time and upon proper notice as described in the Agreement.
7. **Remedies.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement that cannot be resolved by the Parties shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. In the event that there are third parties who are necessary to the resolution of any such claim, the parties may choose to resolve such claims in Morrow County Circuit Court by bench trial only. **The Parties understand that this clause waives their right to trial by jury.**
8. **Compliance with Applicable Laws.** PROVIDER shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws.
9. **Mutual Indemnity.** PROVIDER and COUNTY shall defend, save, hold harmless, and indemnify each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to their respective activities of their officers, employees, subcontractors, or agents exercising their respective duties under this Contract. PROVIDER shall have control of the defense and settlement of any claim that is subject to this section relating to its alleged conduct. However, neither PROVIDER nor any attorney engaged by PROVIDER shall defend the claim in the name of County or any department of COUNTY, nor purport to act as legal representative of COUNTY or any of its departments, without first receiving from the Morrow County Attorney's Office authority to act as legal counsel for COUNTY, nor shall PROVIDER settle any claim on behalf of COUNTY without the approval of the Morrow County Attorney's Office. COUNTY may, at its election and expense, assume its own defense and settlement.
10. **Insurance.** PROVIDER shall obtain and maintain appropriate liability insurance as required under Oregon law. Such certificate of insurance shall be made available to COUNTY on request.
11. **Waiver.** Waiver of any default under this Contract by COUNTY shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract. The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, or conditions, but all of the same shall be and remain in full force and effect.
12. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Morrow County Circuit Court is hereby declared the proper forum for disputes under this contract. If any claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. State law (2018, ORS 682.062) requires County to develop a plan relating to the need for and coordination of ambulance services and establish ambulance service areas consistent with the plan for the efficient and

effective provision of ambulance services. The Oregon Health Authority is the state agency responsible for administering ORS 682 and approved the Morrow County ASA plan. The ASA plan, ORS 682, Oregon Administrative Rules Chapter 333, Divisions 250, 255, 260 and 265, and Morrow County ordinances, County rules, County medical policies, procedures, protocols, and the Request for Proposals set forth the requirements for service in Morrow County. Collectively, they are referred to in this contract as the "Governing Law." To the extent any of those governing rules or laws are in conflict, the law of the State of Oregon will apply.

13. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
14. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
15. **Anti-discrimination Clause.** PROVIDER shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. PROVIDER shall not discriminate against minority-owned, women-owned or emerging small businesses.
16. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including the federal Anti-Kickback Statute.
17. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under the AGREEMENT shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated PROVIDERS, in any, or the purchasing, leasing or ordering of any services other than the specific services described in this AGREEMENT. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
18. **Warranties.** PROVIDER represents and warrants to COUNTY that: (a) PROVIDER has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of PROVIDER enforceable in accordance with its terms; and (c) PROVIDER's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work, and (d) in accordance with the laws of the State of Oregon.
19. **Data Use.**
  - a. The Parties agree to share the data identified in Exhibit 1 and under the ASA Plan and corresponding County Ordinances, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in Exhibit 1 for the purposes described in Exhibit 1.
  - b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.
  - c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
    - i. PROVIDER acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.

- ii. PROVIDER acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data.
  - iii. PROVIDER will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
  - iv. PROVIDER will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws relating to the ambulance service in performance of this contract. PROVIDER agrees to cooperate with COUNTY in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by COUNTY.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.
  - e. PROVIDER may identify certain information submitted to County in compliance with this agreement as "Trade Secret" or "Confidential." County shall maintain this information as confidential to the extent permitted by public record laws.

# MORROW COUNTY EXCLUSIVE SERVICES CONTRACT

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

### Provider shall perform the following Work:

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

#### A. Definitions

1. *9-1-1 medical call* means a call requesting medical response received at the Primary Public Safety Answering Point (PSAP) that is determined by the Dispatcher to require medical triage be performed in order to determine the nature of medical need, and the appropriate response to, or disposition of, the call. All calls involving but not limited to apparent medical conditions and trauma are considered "9-1-1 medical calls".
2. *Contract Administrator* means the County's designated contact point for administration of this contract and shall have the same meaning as EMS Administrator under the Morrow County Ambulance Service Plan and County Code.
3. *Ambulance Service Area (ASA)* means a geographic area which is served by one ambulance service PROVIDER, and may include all or a portion of a county. (Comparable definition as in OAR 333-260-0010)
4. *Emergency Ambulance* means a transport ambulance responding to 911 medical calls requested through dispatch.
5. *Ambulance Services* means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection with, the administration of prehospital medical or emergency care, if necessary.
6. *Emergency Medical Services (EMS)* means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services patient care, communications, and evaluation, and public education. (Comparable definition as in OAR 333-260-0010)
7. *Emergency Medical Services Medical Director (EMSMD)* means a physician employed by the PROVIDER to provide medical direction to the EMS system and medical supervision to EMS PROVIDERS rendering emergency services within the ASA.
9. *System Status Management* describes the process that includes staffing, deployment, movement, repositioning, assignment and reassignment of assets to respond for request for service.

#### B. Services

1. Basic Services. In consideration of COUNTY's referral to PROVIDER of ambulance service requests originating with the designated Morrow County Ambulance Service Area, PROVIDER shall perform the following services:
  - a. Continuous coordination of ambulance assignment for calls for service with medical communications and Emergency Ambulance Services without interruption throughout the term of the Agreement.
  - b. Emergency Medical Services and Ambulance Services without regard to any discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
2. Service Description. PROVIDER shall be responsible for furnishing all Emergency Ambulance Services for all residents and other persons physically present within the service area.
  - b. PROVIDER shall be the sole ground ambulance organization authorized by the County in the designated ASA service areas covered under this Contract to provide

Emergency Ambulance Services and with the exceptions described in this Agreement. All requests for Emergency Ambulance Services originating in the County and processed through its dispatch will be referred to the PROVIDER, unless PROVIDER determines in its sole discretion that outside assistance is required. In the event PROVIDER determines outside assistance is needed or optimal, local fire districts may be dispatched. However, PROVIDER shall always have the right of first refusal with respect to any non-emergent transport needs or calls.

**C. Clinical**

**1. Clinical Overview**

a. **Clinical Goals.** The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include the following: discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. Systems should be safe, effective, patient-centered, timely, efficient, and equitable.

b. **Outcome.** The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures in all clinical areas. EMS systems often use process measures and process improvement to promote enhanced clinical outcomes. Process measures may be utilized and further developed throughout the term of the Agreement. Required outcomes, if any, must be added to this Contract by Amendment.

**2. Medical Oversight.** PROVIDER shall furnish the services of an EMSMD for all system participants' functions in the EMS System in carrying out its duties (e.g. medical communications, first responder agencies, transport entity, physicians).

a. **Medical Protocols.** PROVIDER shall comply with medical protocols and administrative policies established and maintained by PROVIDER.

b. PROVIDER will use technology, such as 12-lead ECG transmission, to allow receiving facilities to more quickly mobilize the appropriate care teams and reduce morbidity and mortality.

c. PROVIDER will use real-time measurements and key performance indicators to make needed adjustments to the delivery of care.

d. **Direct Interactions with Medical Control.** PROVIDER personnel functioning under this AGREEMENT have the right and professional responsibility to interact directly with the system's medical leadership on all issues related to patient care.

e. **Medical review/Audits.** PROVIDER is required to participate in a comprehensive and continuous quality improvement (CQI) process, including medical audits set out under the ASA Plan. PROVIDER will comply with the audit and review process and initiate process measurement and improvement activities based on results of the audit and review of the overall EMS system performance, as is common in the industry.

**3. Minimal Clinical Levels and Staffing Requirements**

a. **Communications Staffing Requirements.** All 911 calls will be answered by County dispatch. An ambulance, first responder, and/or other response resource will be triaged and dispatched consistent with any approved protocols.

b. **Ambulance Staffing Requirements.** All Ambulances rendering 911 Emergency Ambulance Services under the Agreement shall be equipped to render ALS level care and transport.

c. **Personnel Licensure and Personnel Certification and Training Requirements.**

i. All of PROVIDER's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed to practice in Morrow County.

d. **Company and EMS System Orientation and On-going In-Service Training.**

i. PROVIDER shall properly orient all field personnel before assigning them to respond to emergency medical requests.

ii. New Employee Orientation will include, at a minimum, the following: Morrow County EMS system overview, EMS policies and procedures

including patient destination, trauma triage and patient treatment protocols, radio communications with and between the ambulance, receiving hospitals, first-responder agencies, fire agencies, and ambulance equipment utilization and maintenance, continual orientation of customer service expectations, performance improvements and billing and reimbursement processes.

- iii. PROVIDER employees shall participate in an initial Emergency Vehicle Operations Course training during new employee orientation.
- iv. Ongoing training will include developing and maintaining effective partnerships with Morrow County fire departments to ensure quality patient care and scene interactions.
- e. Internal Risk. PROVIDER will implement an aggressive health, safety, and loss mitigation program including, at a minimum:
  - i. Pre-screening of potential employees (including drug testing)
  - ii. Drug free workforce policies and procedures
  - iii. Lifting technique training
  - iv. Reviewing current information related to FDA medical device reportable events, recalls, equipment failures, accidents
  - v. Reviewing employee health/infection control related information such as needle sticks, employee injuries, immunizations, infectious/toxic exposures, and other safety/risk management issues.
- f. Preparation for Mass-Casualty Incident. PROVIDER shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under County policy and prepare them to function within the Incident Command System. The specific roles of the PROVIDER and other Public Safety personnel will be defined by the relevant plans and command structure.
- h. Driver Training.
  - i. PROVIDER shall maintain an annual driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the PROVIDER's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) may be reviewed by COUNTY initially and on an annual basis thereafter.
  - ii. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.
- i. Environmental Factors and Infection Control.
  - i. PROVIDER shall create a culture of infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.).
  - ii. PROVIDER shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.
  - iii. Ambulance Sterilization
    - (a) PROVIDER shall use Provider designated sterilization process for sterilizing the inside of ambulances.
- j. HIPAA Compliance Training. PROVIDER shall provide initial and annual training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.
- k. Compliance. PROVIDER shall provide initial and annual compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers.

**D. Field Supervision**

- 2. PROVIDER shall ensure supervisors are able to monitor, evaluate, and improve the clinical care provided by PROVIDER's personnel and ensure that on-duty employees are operating in a professional and competent manner.



3. PROVIDER shall provide the management and supervision necessary for effective oversight and administration of 911 emergency ambulance transport services.

**E. Vehicles**

PROVIDER shall meet the following requirements:

1. Ambulance vehicles shall be marked to identify the PROVIDER name but shall not display any telephone number other than 911 or any other advertisement. Ambulance vehicles shall bear the markings of the PROVIDER. Vehicles shall display the "911" emergency telephone number on both sides.
2. Ambulance replacement shall occur on a regular schedule.
3. Each ambulance shall be equipped with GPS route navigation capabilities and devices to interact with the Morrow County Dispatch system.
5. PROVIDER will continue to use industry-approved design and construction standards until new standards are developed. Throughout the term of this contract new ambulances will be held to the standard at the time placed in service and must meet the State of Oregon licensing construction requirements to remain in service.

**F. Equipment**

1. PROVIDER shall have sole responsibility for furnishing all equipment necessary to provide required service.
2. All on-board equipment, medical supplies and personal communications equipment shall meet or exceed the minimum requirements demanded by the Oregon Health Authority.
3. The PROVIDER agrees that equipment and supply requirements may be modified and upgraded consistent with emerging changes in technology.
4. COUNTY may inspect PROVIDER's ambulances at any time.

**G. Vehicle and Equipment Maintenance**

1. PROVIDER shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work.
2. All ambulances and equipment used in the performance of the Agreement will be maintained in a safe and legally-compliant manner. Any ambulance, support vehicle, or piece of equipment with any deficiency that compromises, or may reasonably compromise, its function shall immediately be removed from service.
3. Ambulances and equipment that have material defects will be removed from service for repair without undue delay. Defects also include significantly visible cosmetic damage.
4. PROVIDER shall ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service.
5. PROVIDER shall utilize appropriately trained personnel who are knowledgeable in the maintenance and repair of ambulances.
6. PROVIDER shall develop and implement standardized maintenance practices.
7. PROVIDER shall incorporate an automated or manual maintenance program record keeping system.
8. All financial losses attributable to maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and losses associated with extended warranties, shall be considered operating expenses for the ambulance service and included within the COUNTY quarterly reimbursement provisions in this contract.

**H. Response Time Performance Requirements**

1. Response Times
  - a. Response Times shall be measured in minutes and integer seconds and shall be "time stamped" by the PROVIDER's dispatch or records management system.
    - i. When a PROVIDER resource is immediately available and dispatched by the dispatcher, the dispatch time shall be used for this calculation.
    - ii. If no resource is available to be dispatched, the clock shall start at the time the call is queued for dispatch.
  - b. PROVIDER's clocks shall be synchronized with the dispatching entity.
  - c. Response time performance is solely the PROVIDER's responsibility.

I. **Deployment Planning**

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

J. **Response Time Measurement Methodology**

1. PROVIDER's response times shall be calculated on a monthly basis to determine compliance with the ASA Plan.
2. The response time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:
  - a. "At Scene" time means the moment the first emergency ambulance arrives and stops at the call location.
    - i. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit.
    - ii. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), "at scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.
  - b. Failure to Report at Scene Time
    - i. In instances when ambulance crews fail to report "at scene," the time of the next communication between dispatch and the ambulance crew shall be used as the "at scene" time.
    - ii. PROVIDER may be able to document the actual arrival time through another means (e.g. First Responder records, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is available.
3. Calculating Upgrades, Downgrades, Turnaround and Canceled Responses
  - a. A Call's priority classification may change.

- b. Response time calculations for determination of compliance with Agreement standards will be as follows:
  - i. Upgrades. If an assignment is upgraded prior to the arrival on scene of the emergency ambulance (e.g. from Code 1 to Code 2 or from Code 2 to Code 3), the PROVIDER's compliance will be calculated based on the shorter interval of the following:
    - (a) Time Elapsed: Time elapsed from call entering assignment queue to time of upgrade plus the higher priority more stringent response time standard.
    - (b) The Lower Priority Response Time Standard: For example, an urban call is initially dispatched as a Code 2 (non-life threatening emergency). At 5:25 minutes after the call entered the assignment queue, the ambulance is en route and the call is upgraded to a Code 3 (emergency life-threatening). The applicable response time requirement will be shorter of the Code 2 response time (12:00 minutes) or the sum of the elapsed time from call entering assignment queue to the time of the upgrade plus the Code 3 response time (5:25 + 8:00 = 13:25 minutes).
  - ii. Downgrades. If a call is downgraded prior to arrival on scene of the emergency ambulance (e.g. from Code 3 to Code 2), PROVIDER's compliance will be determined as follows:
    - (a) If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority response time Standard, the less stringent lower priority will apply.
    - (b) Documentation shall be presented for validation of the reason why the priority status was downgraded.
    - (c) If the downgrade was justified, as determined by the PROVIDER's Emergency Medical Director, the longer standard will apply.
  - iii. Reassignment en route. An emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request).
    - (a) Compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response.
    - (b) The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted. (NOTE: There is no resetting of the clock based upon reassignment between different responding units).
  - iv. Canceled Calls. When an assignment is canceled prior to arrival on the scene by the emergency ambulance, PROVIDER's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.
- 4. Response Times outside Primary Service Area are excluded
  - a. PROVIDER shall not be held accountable for response time compliance for any assignment originating outside the ASA response area.
  - b. Responses to requests for service outside the ASA response area will not be counted in the total number of calls used to determine compliance.
- 5. Each Incident a Separate Response
  - a. Each incident will be counted as a single response regardless of the number of units that are utilized.
  - b. The response time of the first arriving emergency ambulance will be used to compute the response time for that incident.

**K. Fiscal Requirements and Reporting**

Actual Financial Loss Reimbursement. Fees to be paid by COUNTY to PROVIDER include all actual losses associated with overall administration and supervision of the ambulance contract, specifically including fees or costs associated with the provision of medical

direction provided by the PROVIDER EMSMD and medical direction provided by others, including any Medical Resource Hospital. Losses also include those financial losses associated with medical direction and supervision, supplies and pharmaceuticals, durable medical equipment, personnel and training, system upkeep and losses associated with billing and credentialing, EHR maintenance and IT overhead associated with the ambulance system, and any other financial outlay associated with running a comprehensive county-wide ambulance service.

**L. Federal Healthcare Program Compliance Provisions**

1. Compliance with Laws. PROVIDER shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.
2. Safeguarding Information Technology
  - a. PROVIDER shall ensure their Information Technology Systems are fully compliant with all applicable state and federal laws, rules, and regulations, including but not limited to, the Health Information Technology for Economic and Clinical Health Act (HITECH) and HIPAA standards and requirements for privacy, security, and electronic exchange of data.
  - b. PROVIDER shall maintain systems and resources which are fully compliant with the HIPAA Privacy, Security and Electronic Data Interchange regulations.
  - c. PROVIDER shall maintain firewalls and data back-up plans to protect against improper information access, and to ensure that integral information is available for future use.
  - d. PROVIDER will maintain a Compliance and Privacy Officer, and Information Security Officer who shall be responsible for the creation and implementation of policies and procedures to comply with these regulations.
  - e. PROVIDER shall maintain Security Standards and Requirements to include standards for physical security; network security; encryption; use of passwords; security data transmissions; and administrative management of all system access.
  - f. PROVIDER shall have and implement a comprehensive strategy to secure and protect patients, employees, and partners' confidential data.
  - g. PROVIDER will use a combination of security technologies, policies, and procedures to ensure the confidentiality of patient-identifiable medical information.
  - h. PROVIDER shall restrict access to confidential information to authorized users only, and all confidential information shall be stored on equipment in secured data centers.
  - i. Access to locations containing confidential information, shall be controlled and confidential data shall be encrypted in transit to eliminate the possibility of loss.
  - j. Policies shall include, but not be limited to, details on passwords, firewalls, encryption techniques, vulnerability protection, data classification and data retention.
  - k. PROVIDER shall provide copies of all security and confidentiality policies, as well as data retention policies upon request.
3. Medicare and Medicaid Compliance Program Requirements
  - a. PROVIDER shall have in place a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes.
  - b. PROVIDER's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).
  - c. PROVIDER will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance.

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

M. **Accounting Procedures**

1. Invoicing and Payment for Services
  - a. COUNTY shall be required to reimburse all actual losses incurred by PROVIDER in providing the ambulance services set out under this contract. PROVIDER shall tender its invoice on a quarterly basis and COUNTY shall pay the PROVIDER within 30 days following its receipt of the invoices. The quarterly invoices shall be based on one-fourth of the actual losses using the most recent audited financial statements and filed cost report with consideration for any new operational changes to ambulance services and mutually agreeable capital purchases to be added or subtracted from the quarterly invoices. PROVIDER shall furnish to the COUNTY a final detailed reconciliation and invoice for payment on or before November 30 each year after completion of the PROVIDER'S annual audit and cost report. See Exhibit A – Annual Reconciliation Methodology.
2. Disputes
  - a. Any disputes of the invoiced amounts should be provided by COUNTY to PROVIDER in writing, with reasonable bases cited, within 10 days of receipt of the quarterly statement and invoice. Such disputes should be resolved between the parties utilizing informal discussion and debate, followed by the dispute resolution process in this Agreement in the event such professional discussion fails to resolve the disputed invoice items. A dispute about one or more items shall not absolve the COUNTY of paying for undisputed items at the time of payment on the invoice is due.
  - b. If disputes have not been resolved to the COUNTY's or the PROVIDER's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts to the extent agreement is reached or at the time the dispute resolution process is formally concluded and a final determination rendered.
3. Audits and Inspections
  - a. PROVIDER shall maintain financial records for ambulance services provided in accordance with generally accepted accounting principles.
  - b. With reasonable notification and during normal business hours, the COUNTY shall have the right to review any and all business records including financial records of PROVIDER pertaining to this Agreement.
  - c. All records shall be made available to the County at the PROVIDER's local office or other mutually agreeable location.
  - d. County may audit, copy, make transcripts, or otherwise reproduce such accounting records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.
  - e. On an annual basis, PROVIDER shall provide COUNTY with audited financial statements and cost reports by certified public accountants for the PROVIDER's ambulance operations in the County and/or separate business records of financial accounting of any other businesses that share overhead with the PROVIDER's ambulance service operation.

N. **Annual Performance Evaluation**

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

O. **Provider Employee Control**

PROVIDER is responsible for any and all employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Agreement. COUNTY will not otherwise involve itself in PROVIDER's management and employee relationships in which PROVIDER has sole and exclusive control.

## **Source Documents**

Audited Financial Statements

Latest filed Medicare cost report this could include an interim cost report.

Last filed GEMT cost report

Quarterly Hospital financial information

## **Methodology for quarterly reports:**

### **Costs**

Latest filed Medicare cost report will be used to determine total overhead allocation related to ambulance services.

Wks B,I Line 95 col. 0 direct ambulance costs divided by line 95 col 26 fully allocated ambulance costs

Calculated ratio of overhead will be applied to quarterly ambulance expense.

### **Payments**

Current financial information to provide gross charges and recorded contractual adjustments.

Settlement estimates will be used to determine Medicaid (GEMT) FFS and CCO payments.

Medicare utilization will be used to determine Medicare related costs and settlement estimates.

### **Yearend settlement and reconciliation**

After completion of the yearend financial statement audit, Medicare cost report and GEMT cost report a final settlement will be calculated. The year end calculation will be compared to quarterly reports for a year end settlement true up.

## Example Report

Pioneer Memorial Hospital  
Ambulance Analysis - Expenses (COST)  
Year Ended 6/30/2023

	Ambulance Expenses						Total
	Expenses	Depreciation	Reclasses	Adjustments	Total Direct Expense:	OH Allocation	
Heppner	558,580	54,250	(2,748)	(2,342)	607,740	187,569	795,309
Irrigon	843,257	16,759	(4,148)	(3,535)	852,333	263,058	1,115,391
Boardman	1,095,589	50,861	(5,388)	(4,594)	1,136,468	350,752	1,487,221
Ione	26,624	3,516	(131)	(112)	29,897	9,227	39,124
Lexington	2,980	-	(15)	(12)	2,953	911	3,864
<b>Total</b>	<b>2,527,030</b>	<b>125,386</b>	<b>(12,430)</b>	<b>(10,595)</b>	<b>2,629,391</b>	<b>811,517</b>	<b>3,440,909</b>

Pioneer Memorial Hospital  
Ambulance Analysis - Net Revenue (COST)  
Year Ended 6/30/2023

	Gross Charge					Net Revenue
	Heppner	Contractual Adjustments	GEMT - CCO Payments	GEMT - FFS Payments	Medicare Settlement	
Medicare	390,215	-	-	-	230,417	620,632
Medicaid	63,779	-	29,160	8,934	-	38,094
Commercial	94,788	(13,678)	-	-	-	81,110
Self Pay	7,399	(4,728)	-	-	-	2,671
<b>Total</b>	<b>556,181</b>	<b>(18,406)</b>	<b>29,160</b>	<b>8,934</b>	<b>230,417</b>	<b>742,507</b>
<b>Irrigon</b>						
Medicare	331,114	-	-	-	195,519	526,633
Medicaid	129,909	-	59,395	18,197	-	77,592
Commercial	156,019	(22,514)	-	-	-	133,505
Self Pay	42,454	(27,128)	-	-	-	15,326
<b>Total</b>	<b>659,496</b>	<b>(49,642)</b>	<b>59,395</b>	<b>18,197</b>	<b>195,519</b>	<b>753,056</b>
<b>Boardman</b>						
Medicare	208,196	-	-	-	122,937	331,133
Medicaid	227,069	-	103,817	31,806	-	135,623
Commercial	201,003	(29,005)	-	-	-	171,998
Self Pay	136,015	(86,914)	-	-	-	49,101
<b>Total</b>	<b>772,283</b>	<b>(115,919)</b>	<b>103,817</b>	<b>31,806</b>	<b>122,937</b>	<b>687,855</b>
<b>Total</b>	<b>Adjustments</b>	<b>CCO Payments</b>	<b>FFS Payments</b>	<b>MCR Settlement</b>	<b>Net Revenue</b>	
Medicare	929,525	-	-	-	548,874	1,478,399
Medicaid	420,757	-	192,372	58,937	-	251,309
Commercial	451,810	(65,197)	-	-	-	386,613
Self Pay	185,868	(118,770)	-	-	-	67,098
<b>Total</b>	<b>1,987,960</b>	<b>(183,967)</b>	<b>192,372</b>	<b>58,937</b>	<b>548,874</b>	<b>2,183,419</b>

Pioneer Memorial Hospital  
Ambulance Analysis - Profitability (COST)  
Year Ended 6/30/2023

	Heppner	Irrigon	Boardman	Ione	Lexington	Total Ambulance
Net Revenue	742,507	753,056	687,855	-	-	2,183,419
Operating Expenses	795,309	1,115,391	1,487,221	39,124	3,864	3,440,909
Operating Loss	(52,802)	(362,335)	(799,366)	(39,124)	(3,864)	(1,257,490)

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