

March 5, 2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of an Intergovernmental Agreement with the City of Lake Oswego for paramedic response times. Agreement Value is \$652,037.95 for 10 years. Funding is through the American Medical Rescue Ambulance Agreements Cost Savings Provision. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	This is a continued service in connection with the AMR Agreement. The prior Agreement #6347 -06 was last reviewed on September 26, 2024		
<b>Performance Clackamas</b>	Healthy People		
<b>Counsel Review</b>	Yes – Amanda Keller	<b>Procurement Review</b>	NA
<b>Contact Person</b>	Kim La Croix, Public Health Director	<b>Contact Phone</b>	971-806-0004

**EXECUTIVE SUMMARY:** The Public Health Division of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement with the City of Lake Oswego for Ambulance Services. Total Agreement value is \$652,037.95 for 10 years. Funding is through the AMR Agreements Cost Savings Provision.

The County entered into agreements with the Consortium (Clackamas Fire District #1, Tualatin Valley Fire and Rescue District, and Lake Oswego Fire Department) in 2014 to guarantee a paramedic response within the times required in the American Medical Response (AMR) Ambulance Service Agreement. Rapid response times for ambulance transport units are only shown to affect patient outcomes in select types of emergencies. Research shows that the response time to get a paramedic on scene can affect patient outcomes in many more instances. Getting a paramedic to the scene of a medical emergency quickly is arguably more important than getting a transporting ambulance on scene quickly.

In Consortium areas, AMR is provided additional time to respond in urban and suburban areas because the Consortium departments are guaranteeing a paramedic on scene, 90% of the time, according to the response time requirements of the AMR Ambulance Service Agreement. As an example, for Code 3 incidents (lights and sirens), the Consortium agrees to provide a paramedic on scene in eight minutes in Urban areas and twelve minutes in Suburban areas. That allows AMR

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additional time in those areas (Ten minutes in Urban areas, fifteen minutes in Suburban areas).

This agreement supports the EMS system and the work the EMS Council, staff, and stakeholders are doing to improve EMS in Clackamas County by supporting integration and collaboration among first responders and private ambulance services and ensuring a rapid paramedic response.

This agreement is regarding first responder response times of the Consortium agencies and is not related to subcontracts for ambulance transport.

**RECOMMENDATION:** Staff respectfully request that the Board of County Commissioners approve the Intergovernmental Agreement (12403) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County

Respectfully submitted,



Mary Rumbaugh  
Director of Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT  
FOR ADVANCED LIFE SUPPORT EMERGENCY  
MEDICAL SYSTEM INTEGRATION BETWEEN  
CLACKAMAS COUNTY AND CITY OF LAKE OSWEGO**

Agreement #12403

THIS AGREEMENT (this "Agreement") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and City of Lake Oswego ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

WHEREAS, Clackamas County adopted an Ambulance Service Area Plan on November 14, 2024, ("Plan" or "Ambulance Service Plan"), and the Oregon Health Division approved the Plan; and

WHEREAS, said Ambulance Service Plan established the County's desire to encourage effective partnerships in the emergency medical services system, recognizing the contribution of advanced life support ("ALS") first response services delivered by fire service agencies, and regulating those services; and

WHEREAS, the County and the Agency have determined that an overall system design that considers an integrated advanced life support system provides the best opportunity for improving patient outcomes, reducing unnecessarily duplicated resources within the emergency medical services ("EMS system"), absorbing growth in call volume and population, lowering cost, and meeting performance standards; and

WHEREAS, the Agency's contractual commitment to meet response time standards in the delivery of medical first response services will allow a reduction in ambulance response time requirements, thereby generating anticipated cost savings which will be shared with Agency in order to compensate it for a portion of the costs it bears for providing medical first response services; and

WHEREAS, the County recognizes the importance of having uniform agreements between it and multiple fire service agencies within the County for ALS services integrated into the ambulance response system.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## DEFINITIONS

1. "Ambulance Provider" or "Ambulance Service Provider" means a licensed ambulance service that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.
2. "ALS Unit" means an ambulance or fire vehicle staffed and equipped to provide advanced life support.
3. "Code 1 Ambulance Response" means ground ambulance service in which there is an immediate response made without lights and sirens. It will have a lower priority than Code 3 Ambulance Responses.
4. "Code 3 Ambulance Response" means ground ambulance service in which there is an immediate response made using lights and sirens. These are the highest priority responses and should not be delayed for any reason.
5. "Contract Service Area" means the area within the Clackamas Ambulance Service Area that is either within the geographical limits of the Agency, or is an area outside the Agency's geographical limits in which it has agreed to provide emergency medical response services.
6. "Contractor" means the entity with which County has entered into a contract as the exclusive provider of emergency ground ambulance service within the Clackamas Ambulance Service Area ("ASA"). Contractor is not a Participating Provider.
7. "Coordinated Zone" means an ambulance response time zone where a fire agency which is a Participating Provider has agreed with the County to provide emergency medical response meeting the County's response time standards.
8. "Cost Savings" means the expense which the Contractor is able to avoid because of the reduction of staffed ambulance units made possible by the Participating Providers' services pursuant to intergovernmental agreement with the County.
9. "Emergency Call" means a Priority 1 Call or a Priority 2 Call; a 911 call that is assessed and prioritized through the Medical Priority Dispatch System (MPDS) protocol by a Clackamas County public safety answering point ("PSAP") as a life-threatening event, requiring a Code 3 response (lights-and-siren emergency mode) by emergency medical services.
10. "Hardship Relief" means that portion of the Cost Savings that is allocated and approved by the County for payment of the ambulance bills of Contractor's customers who are unable to pay their bills due to financial hardship.
11. "Participating Providers" refers to those fire service agencies (fire districts or fire departments) with a contractual agreement with County that allows the County to use the fire agency to modify Contractor's ambulance response time requirements. Agency becomes a Participating Provider by entering this Agreement.
12. "System Enhancement" means any of the following, in such proportion as is determined by the County after consideration of priority recommendations made by the Participating Providers: reduction of rates for ambulance service, hardship relief for customers unable to pay ambulance service bills, emergency medical equipment, emergency medical service-related education, and emergency medical service-related research and development.

13. "Urban Coordinated Zone" or "Suburban Coordinated Zone" means the response time zone that is implemented by contractual agreements with the members of the Consortium, which would otherwise be an Urban or Suburban Zone.

**TERMS**

1. **Term.** This Agreement shall be effective January 1, 2026, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2035, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** In consideration of the services, equipment, and materials furnished under this Agreement, Agency shall receive the following as full compensation:
  - A. County shall make quarterly payments to Agency based on the cost savings attributable to reduction of staffed ambulance units by Contractor ("Cost Savings") as they are received from Contractor. Payments are received by Contractor quarterly in arrears. It is understood that any further reductions will only be undertaken by Contractor as it is able to do so consistent with its obligations to meet response time standards.
  - B. Cost Savings for 2026 was established as \$480,000.00 in the 2025 AMR Ambulance Services Agreement ("AMR Contract") and will be apportioned as follows:
    - 60% to the Participating Providers (\$288,000);
    - 20% for System Enhancement (\$96,000); and
    - 20% for Hardship Relief (\$96,000).
9. Agency will receive a 1B% share of the amount payable to the Participating Providers.
10. Based on the allocations identified above, the County agrees to pay Agency, from available and authorized funds, a sum not to exceed **Six Hundred-Fifty-Two Thousand Thirty-Seven Dollars and Ninety-Five Cents (\$652,037.95)** for accomplishing the Work required by this Agreement. Compensation for 2026 is established by the AMR Contract, as stated above in Section 3(B). Increases in future years are based the CPI Index, up to a maximum of 5% annually. The estimated annual schedule below reflects the maximum compensation possible for the duration of this Agreement, which adds up to the total value of this Agreement stated above.

**Estimated Annual Schedule (Based on Maximum 5% Increases)**

2026	2027	2028	2029	2030
\$51,840.00	\$54,432.00	\$57,153.60	\$60,011.28	\$63,011.84

2031	2032	2033	2034	2035
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\$66,162.44	\$69,470.56	\$72,944.09	\$76,591.29	\$80,420.85
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- E. County will remit Agency's share of the Cost Savings within fourteen (14) business days of County's receipt of the funds from Contractor. County's payments to Agency under this Agreement are subject to the receipt of funds by County from Contractor. In the event that Contractor's payments attributable to these savings are not received by the County for any reason, County is not responsible for the corresponding payments to Agency.
4. **Payment.** The Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
- A. Either the County or the Agency may terminate this Agreement at any time upon sixty (60) days' written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express

written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## 7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** Agency agrees to furnish County with evidence of comprehensive general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate, for personal injury and property damage coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, in any way related to this Agreement. County, at its option, may require a complete copy of the above policy.

Agency agrees to furnish County with evidence of comprehensive automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, in any way related to this Agreement. The County, at its option, may require a complete copy of the above policy.

The General Liability and Automobile insurance shall include County as an additional insured and refer to and support the Agency's obligation to hold harmless the County,

its officers, commissioners and employees. Such insurance shall provide thirty (30) days' written notice to County in the event of cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to County under this insurance. The insurance company will provide written notice to County within thirty (30) days after any reduction in the general annual aggregate limit.

Agency agrees to furnish County with evidence of professional liability insurance for all activities of Agency arising out of or in connections with this Agreement, in an amount no less than \$1,000,000 combined single limit for each claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. In the event Agency cannot provide an occurrence policy, Agency 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. The County, at its option, may require a complete copy of the above policy.

All of these policies shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- 9. Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three (3) days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Bill Conway or their designee will act as liaison for the County.

**Contact Information:**

[WConway@clackamas.us](mailto:WConway@clackamas.us)

Copy to:  
County Counsel  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045

Don Johnson or their designee will act as liaison for the Agency.

**Contact Information:**

[djohnson@ci.oswego.or.us](mailto:djohnson@ci.oswego.or.us)

Copy to:  
Lake Oswego City Attorney's Office  
PO Box 369  
Lake Oswego, Oregon 97034  
[cao@lakeoswego.city](mailto:cao@lakeoswego.city)

## 10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.

- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this

Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), (U), and (V) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. To the extent permitted by law, any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or

disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

V. **Dispute Resolution.** The parties desire, if possible, to resolve disputes, controversies, and claims ("Disputes") arising out of this Agreement without litigation. To that end at the written request of a party, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties. Each participating party shall bear its own costs of mediation, and the parties shall share equally the fees of the mediator.

W. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by the Agency and the County, and no consent or waiver shall be effective unless in writing and signed by the party against whom such consent or waiver is being enforced. There are no understandings, agreements or representations, oral or written, not specified herein regarding the Agreement.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**City of Lake Oswego**

\_\_\_\_\_  
Chair, Board of County Commissioners

  
\_\_\_\_\_  
Martha Bennett, City Manager

\_\_\_\_\_  
Date

2-6-26  
\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF WORK

#### 1. GENERAL RESPONSIBILITIES AND DUTIES OF AGENCY

1.1. SERVICES PROVIDED. Agency shall furnish to County the services, equipment, and materials hereinafter set forth, including first response paramedic services, in accordance with adopted medical protocols, within the Contract Service Area. Agency shall:

1.1.1. Respond to all mutually agreed upon calls for emergency medical assistance within its service area received from a 9-1-1 dispatch center.

1.1.2. Employ and manage field personnel (personnel performing services shall remain employees of Agency, which shall bear all responsibility for wages, benefits and workers' compensation coverage).

1.1.3. Provide or contract for employee inservice training in accordance with state and local guidelines.

1.1.4. Provide for all maintenance of, vehicles, on-board equipment, and facilities used in performance of the work herein.

1.1.5. Furnish all fuel, lubricants, repairs, initial supply inventory and all supplies (except those supplies replaced by ambulance Contractor).

1.1.6. Develop, negotiate, and maintain good working relationships with other health care provider organizations and personnel.

1.1.7. Participate in the County quality improvement process, provide special training to personnel found in need of special assistance in specific skill or knowledge areas.

1.1.8. . Agency will comply with all applicable local, state and federal laws governing ALS service delivery.

1.1.9. Cause County Emergency Medical Services Medical Director (EMSMD) and agency medical director policies to be properly implemented in the field. Agencies shall take all reasonable steps to ensure that knowledge gained during the quality improvement process is routinely translated into improved field performance by way of inservice training, amendments to standard operating guidelines, newsletters, new employee orientation and other appropriate procedures.

1.1.10. The services provided by the Agency under this Agreement do not include routine ambulance transport. Ambulance transport may be provided only:

- (1) as a safety net when local ambulance resources are exhausted or significantly delayed and a negative patient outcome is possible;
- (2) during declared disasters, emergency operations, or mass-casualty incidents; or
- (3) when acting as a subcontractor to the Contractor.

1.2. MEDICAL OVERSIGHT. Agency agrees to participate with the County EMSMD to regulate services within the service area. Agency may continue to receive medical direction from a physician that it may designate. Agency's medical director will work closely with the EMSMD to integrate and improve out-of-hospital medical care in the area. The Agency and its medical director will participate in emergency physician's advisory board (EPAB) to coordinate medical director services.

1.3. PROTOCOLS. The Agency will use the regional protocols adopted by the Protocol Development Committee and approved by the EMSMD.

1.4. RESPONSE REQUIREMENTS. Agency will meet or exceed the response times set forth in section four (4) of this Agreement.

1.5. DATA INTEGRATION. Participating Providers and the County will work cooperatively to establish uniform county data points and other electronic data sets, and to establish an integrated data reporting system and integrated data cache for the County and Agency.

1.6. TRAINING, CERTIFICATION AND STAFFING. Minimum training and certification requirements for personnel shall be at least equal to those imposed on the Contractor. Each first response vehicle used to provide services shall be staffed with a minimum of one EMT-Basic and one Paramedic and be equipped as an ALS unit except as otherwise provided herein.

1.6.1. First response vehicles used by Agency to provide services under this agreement may be staffed by one Paramedic, without an accompanying EMT-Basic. Examples being a Community Paramedic or CHAT unit.

1.7. PRIORITY DISPATCH. Agency will cooperate with the implementation of protocols for a Medical Priority Dispatch System (MPDS), including modification of response time requirements.

## 2. PERFORMANCE REQUIREMENTS.

For purposes of determining levels of compensation under Section 3, and termination of the contract for cause under paragraph 11.5, the parties have established the following performance requirements:

2.1. Agency will provide 100 percent, 24-hour-per-day, coverage for all mutually agreed upon emergency requests for medical assistance within the Contract Service Area. Agency shall provide Advanced Life Support (ALS) medical response, on the primary response apparatus, to all requests for service within the service area; except as otherwise provided herein.

2.1.1. The Agency may elect not to respond to calls that are not classified as Code 3 by the Medical Priority Dispatch System (MPDS). These responses will be mutually agreed upon by Conty and agency. The Agency will not be penalized under this Agreement for exercising this discretion. Consideration will be given to the Agency's response decisions, recognizing that the Contractor's Dispatch Center and the Agency's Dispatch Center may use different dispatch procedures at the initiation of this contract. This provision is intended

to accommodate operational scenarios such as AMR turnovers, Nurse Navigation program returns, RN-on-scene responses, and the D1 Pilot Program for transport requests only.

2.2. **Response Interval Definition.** Response Intervals under this Agreement are measured from the time call is dispatched by the public safety answering point (hereinafter, "PSAP") until the first Participating Provider medical unit, or Contractor ALS unit, or other County-approved ALS responder, arrives at the scene.

2.3. If an Agency unit fails to report an at the scene time, an alternate time from the next communication may be used as the as the at scene time.

2.4. **Response Time Requirements.** Agency must operate its emergency medical response under this Agreement so as to achieve 90% response time compliance in both Urban and Suburban Response Zone every month for Code 3 calls. For example, to be in compliance for a Code 3 response in the Urban Zone, Agency must place an ALS emergency medical response unit on the scene of the Code 3 call within eight minutes and zero seconds (8:00). Ninety percent of calls in each Zone must meet the response time standard each month. Only Code 3 Urban and Suburban Zones responses are considered for determining compliance and payment as it relates to this agreement. Per Appendix G of the 2025 Ambulance Service Agreement; Ambulance Response times in the Urban and Suburban Zones may be extended to a longer response time where Participating Providers have agreed to provide ALS response meeting the shorter response time. The Zones are referred to as "Urban Coordinated" or Suburban Coordinated" Zones.

<b>Priority</b>	<b>Urban Zone Response</b>	<b>Suburban Zone Response</b>	<b>Rural Zone Response</b>
<b>Code 3</b>	8:00	12:00	20:00
<b>Code 1</b>			

3. **CONTRACT SERVICE AREA**  
The Contract Service Area consists of:

3.1. Those areas within the Agency's boundaries within the Clackamas Ambulance Service Area (ASA) as shown on the map attached hereto as "Appendix A," and incorporated herein by reference, and

3.2. Those areas not within the boundaries of the Agency that it serves through contract or agreement and that are within the Clackamas ASA.

3.3. Each Participating Provider may determine the method of response into border areas and whether mutual or automatic aid responses between Participating Providers may best meet response performance standards.

Participating Providers shall attempt to have the closest appropriate unit respond to each emergency event regardless of jurisdictional boundaries.

#### 4. SUPPLIES AND EQUIPMENT

4.1. A qualified first responder unit consists of the supplies and equipment necessary to initiate immediate advanced life support interventions. The first responder unit may be a fire response vehicle, or other such configuration as approved by the County, and shall be staffed in accordance with section 2.6 of this Agreement.

4.2. Supplies and equipment carried on first response vehicles will be generally the same as Oregon Health Division supply and equipment requirements for ambulances. The county and the participating agencies recognize that supply and equipment differences will exist because of differences between transport and first response functions.

4.3. County and the Participating Providers agree that, generally, standardizing supplies and equipment is beneficial to County residents. The Participating Providers will work toward creating common equipment lists, common supply manufacturers, and common consumable items.

4.4. Participating Providers and the County will collaborate to establish equipment standards for frequently used equipment such as backboards. Such equipment will be used by ambulance personnel and by participating agencies and may be owned by County.

#### 5. DISASTER ASSISTANCE AND MASS CASUALTY INCIDENTS (MCIs)

5.1. Operations modified during periods of disaster assistance. During a disaster appropriately declared by the local, state, or federal government, the Participating Providers' normal mode of operating will be modified in order to provide services which are appropriate for the nature of the disaster and which are consistent with local disaster plans and protocols. During such time periods, Agency shall be exempted from response time performance requirements until notified by the County Department of Health, Housing and Human Services that disaster assistance may be terminated.

5.2. The County may modify response requirements for other situations, including public health emergencies and mass casualty incidents that are beyond the control of the agency, even if the emergency is not a declared disaster.

#### 6. REPORTING

6.1. For each patient contacted, Agency personnel shall complete a County- approved patient report form.

6.2. The County and Agency will work cooperatively to develop the data reporting structure. Agency shall submit data to the County in a form approved by County. Agency shall provide a report each month, by the 19th day following the end of the previous month, with the following information:

6.2.1. all data requested for calculating response time compliance;

6.2.2. response time summary;

6.2.3. incidents of unit breakdown;

6.2.4. calls referred to other agencies; and

6.2.5. all calls for which the Agency is requesting an exclusion, correction, or exception.

6.3. County has the right to audit and inspect records to verify accuracy of data and to verify compliance with this agreement.

6.4. County will provide Agency with an annual accounting detailing the expenditure of System Enhancement funds.

## 7. MUTUAL AID AMBULANCE SERVICE

Participating Providers may provide mutual aid ambulance service at the request of the Contractor, in accordance with a mutual aid agreement. Contractor remains responsible for ambulance response time standards. Participating Providers shall manage any response to such mutual aid requests in a manner which does not jeopardize their ability to render reliable ALS response time performance as required hereunder.

## 8. LONG-TERM SYSTEM CHANGES; EMS COUNCIL

8.1. The parties recognize that the EMS, technology, legal, and financial environments are evolving. Over time, the EMS system may also evolve and make the current system design obsolete. The parties agree that this contract is based on the assumption that the EMS system will operate with the current general structure. In the event of changes to the current structure (such as significant dispatch system changes), the parties will meet and confer regarding changes to the Agreement. This Agreement may be amended at any time by the mutual agreement of the parties.

8.2. The EMS Council, which is established under the County's ambulance service plan, is expected to be involved regarding any changes taking place to the EMS system. The EMS Council may establish subcommittees to address particular issues or elements within the EMS system, including issues such as the appropriation and use of System Enhancement funds by the County.

## 9. LATE-RUN AND OTHER PAYMENT REDUCTIONS

9.1. Nature of payment reductions:

9.1.1. This Agreement recites provisions for reductions in payment when a Participating Provider fails to meet the response time requirements established in this Agreement, such as for late response within the Contract Service Area. Such payments and standards are imposed by the County Ambulance Service Plan, a County ordinance enacted pursuant to State law. Participating Providers agree to abide by the terms of said Plan, including reductions in payment for late responses or other failure to meet service standards.

9.1.2. The parties further agree that the payment reductions referred to above and recited in this Agreement shall be regarded as "liquidated damages" under this contract and not

punitive in nature, and further, that the sums recited in this Agreement represent a reasonable endeavor by County and Agency to estimate a fair compensation for the foreseeable damage to County and its residents from Agency's failure to meet the established standards.

9.2. (reserved)

9.3. Payment Reductions for Emergency Calls.

9.3.1. For those months that the Participating Provider fails to respond to 90 percent of Code 3 Emergency Calls within a time period specified in the response time standards, the County will review the factors of production to determine the causes of noncompliance. For those months that the Participating Provider fails to meet the 90 percent standard, a \$1,000 payment reduction may be assessed for each one-tenth of a percentage point less than 90 percent for each individual zone. Cancelled and downgraded Emergency Calls shall not be considered in the calculation of this performance standard.

9.4. Response Time Exception Requests.

9.4.1. Agency shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, Agency shall be granted an exception from response time requirements if unusual factors beyond the Agency's reasonable control affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters or periods of unusually high demand for emergency services.

9.4.2. Equipment failures, traffic congestion, vehicle failures, dispatch errors, inability to staff units and other causes of a type not described in paragraph 12.4.1 will not be grounds for granting an exception to compliance with the response time requirements.

9.4.3. If Agency believes that it should be granted exceptions from response time requirements for any response or group of responses as provided in paragraph 12.4.1, the agency may provide detailed documentation to the County and request that the County grant the exceptions and exclude the runs from response time calculations and late penalties. Any such request must be made in writing and received by the County within five (5) business days after the end of each month. The County will review the request and issue a determination. Should the Agency dispute the determination made by the County, the Agency may make a written appeal to the Director of Health, Housing and Human Services for a definitive ruling within five (5) days of receiving the response time calculations summary. The Director's ruling will be final and binding.

9.4.4. Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first unit dispatched and the on scene time of the first arriving unit will be used to compute the response time for the incident.