

AGREEMENT

This Agreement is between Medix Ambulance Service, Inc., an Oregon corporation, ("Medix"), and Clatsop County, a political subdivision of the State of Oregon ("County"). Medix provides for emergency and non-emergency ambulance services through the Clatsop County Ambulance Service Area Ordinance, as may be amended from time to time, hereinafter referred to as "ASA Ordinance," and the Clatsop County Ambulance Service Area Plan, as may be amended from time to time, hereinafter referred to as "ASA Plan."

Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.

2. Compliance. Medix shall comply with terms of the ASA Ordinance located at: http://www.co.clatsop.or.us/sites/default/files/fileattachments/county_government/page/971/code-title_5.pdf and the ASA Plan which is incorporated into this agreement by this reference, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260-0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.

3. Area Definitions:
 - A. County Service Area. Medix shall operate within the established Clatsop County Ambulance Service Area (ASA) which is all of the area within Clatsop County's

jurisdictional boundaries except those areas within the boundaries of Clatskanie Rural Fire Protection District and Mist-Birkenfeld Rural Fire Protection District.

B. Core Area. For purposes of this agreement the 'Core Area' boundaries are defined as the areas served along Hwy 101 from Arch Cape North to Astoria, as far East on Highway 26 as the Highway 53 Junction, and as far East on Highway 30 as the Knappa Junction.

C. Medix Service Area. Medix service area includes all of Clatsop County, and in addition, it operates in Southern Pacific County, Washington, with an eastern boundary of MP 15-24 on Highway 101, and Dismal Nitch on Highway 104, and as far North on the Peninsula as the Northern boundary of the City of Long Beach.

4. Liability Insurance. Medix shall obtain and maintain insurance coverage satisfactory to County, Medix shall add County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Clatsop County as an Additional Insured and provide Notice of Cancellation as set forth in the policy covering its activities and operations under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If Medix, for any reason, fails to maintain insurance coverage as required pursuant to this Agreement, the same shall be deemed a major breach of contract, which is dangerous to public health and safety.

5. Workers' Compensation and Unemployment Insurance. Medix shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Medix shall provide the County with evidence that it is a carrier insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, and full compliance with Oregon unemployment insurance requirements.

6. Independent Contractor. Medix will work as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Its employees and agents will not be eligible for any benefits as a result of payments pursuant to this agreement for federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits.

7. Employment and Public Contract Laws. Medix acknowledges that it is aware and fully understand and shall fully comply with all applicable wage, hour and labor

standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

8. Indemnity. Medix shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of Medix, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

9. Attorneys' fees. Medix shall defend the County, its agents and employees against any such claims and to further reimburse the County for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though to suit or action is instituted.

10. Third Party Claims. Medix waives any claims it may have against County, its commissioners, officers, agents and employees, arising out of the County's failure to seek bids prior to entering into this agreement and further shall defend County, its commissioners, officers, agents and employees from any liability therefore to third parties alleging harm therefrom.

11. Performance Requirements

A. Coverage Requirements. Emergency ambulance service is defined as 24 hours per day paramedic-staffed ambulance service, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the emergency medical dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.

B. Response Time Requirements. Requests for emergency ambulance services shall meet the established County Core Area and zone requirements as established in the Ambulance Service Plan. Medix agrees to a required 45-reponse time for Code 1 calls with the exception of diversion to a Code 3 call. The Code 1 response time includes a requirement to meet that designated response time 90% of the time.

C. Ambulance Staging. Medix agrees to have 2 ambulances in the Core Area (as defined in Section 3. of this agreement) at all times and 3 ambulances in the Medix Service Area (as defined in Section 3 of this agreement) at all times.

D. Unit Hour Utilization Requirements. “Unit hour utilization” is a measure of productivity. A “unit hour” is equal to one hour of service by a fully equipped and staffed ambulance available for dispatch or assigned to a call. “Utilization” is the comparison between the number of unit hours of availability with the actual time used for treatment and transport. The intent of monitoring unit hour utilization (UHU) is to allow for staff rest and recovery as a mechanism for promoting and insuring quality of care, safety and service. Unit hour utilization is not to exceed an average of 0.4500, measured daily and averaged over the term of a month.

E. Performance Reports. Medix shall provide quarterly reports to County within 15 days of quarter end, for evaluation in determining if performance standards and response time requirements are being met. Medix shall participate in review period evaluations as required in Section 14 herein.

F. Non-Emergency and Inter-Facility Services. Any non-emergency or inter-facility services, or services outside the County Service Area, shall not negatively impact Medix ability to meet the requirements of this Agreement.

G. Dispatch Center. Medix shall cooperate and communicate with 9-1-1 centers to assure smooth delivery of dispatched services. Medix will notify the appropriate dispatch center when delayed to a service call by more than 10 minutes. Medix agrees to work with County in the identification of additional dispatch information that would be of use to Clatsop County 9-1-1 centers to improve the emergency medical system. Medix will maintain an automatic vehicle locator in all ambulances used in the performance of this Agreement.

H. Disaster Response. Medix shall maintain a Mass Casualty Incident plan. In the event of a man-made or natural disaster, a declared emergency by an appropriate governmental agency or any other situation as determined by the County, Medix shall not charge County for additional costs unless a federal or state source of funds are available, or the County determines that billing is appropriate under the circumstances. Medix shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by Medix in the course of rendering such disaster assistance, and shall not include costs to maintain production capacity that would have normally been borne by Medix had the disaster not occurred.

I. Fire Service Coordination. Medix has and will attempt in good faith to obtain current Mutual Aid agreements with local fire departments and copies of said agreements will be included as an appendix item within the ASA Plan.

12. Licenses. Medix must have and maintain a state license for the provision of EMS/Ambulance services and agrees to provide County with a copy of required license upon signature of this agreement and upon renewal of the license. Medix shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules, and regulations.

13. Subcontracting. Medix may subcontract out services required by this franchise only with the prior written consent of County. Medix shall be held responsible for the services furnished by any subcontractor, including compliance with the franchise provisions and the terms of this Agreement, the ASA Ordinance and the ASA Plan.

14. Term. The term of this Agreement begins June 1, 2016 and shall end on May 31, 2021. This five (5) year contract shall consist of three (3), 18-month review periods, with a final six (6) month period. At the end of each 18-month period, County staff will evaluate Medix performance, and report findings to the ASAA Committee. Assessments will be based on the 18-month periodic assessment sheet attached as Appendix A. It is mutually understood by both parties that the parameters in the 18-month Periodic Assessment tool may have limited or different applications and value in monitoring and assessing the performance of the Medix, and that over time and experience that there may be a need to assess and revise some of the standards and parameters along with their applications. In the event that Medix does not perform at or above the standard, the ASA Committee may recommend termination to the Clatsop County Board of Commissioners.

15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.

B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.

C. Materially failed to meet the performance standards set forth herein.

D. Had its ambulance licenses suspended or revoked by the State.

E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.

F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

16. Remedy. Upon a declaration of default, County may sue for damages or take any other action allowed by law and, in the event of a major default, including, without limitation, termination of this Agreement. These remedies are independent, cumulative and not exclusive. The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public. In the event of a major default, the County may elect to terminate this Agreement and shall be entitled to receive as liquidated damages, and not as a penalty, the sum of \$2,000 per day until a substitute provider commences, but in no event for more than 90 days. An entity authorized in the interim or emergency basis to provide services shall not be considered a substitute provider. The County shall make diligent, good faith efforts to promptly secure acceptable substitute providers so as to minimize the imposed liquidated damages. Medix acknowledges that it had an opportunity to contest this amount, and concurs with the County that it constitutes a reasonable and genuine attempt to estimate damages and costs which are not readily ascertainable or otherwise recoverable.

17. No property interest. Nothing in the awarding of the original franchise, the granting of extensions, the granting of a license, or the execution of this Agreement, shall in any way be construed as establishing a property interest or any other entitlement other than to permit Medix to enforce the terms of this Agreement.

18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

23. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

Clatsop County Board of Commissioners

Medix Ambulance Service, Inc.

Scott Lee, Chair Date

JD Fuiten, President Date

APPENDIX A

Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: December 2017

CRITERIA:	MEETS STANDARD:	
	Yes	No
1 Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:	<input type="checkbox"/>	<input type="checkbox"/>
2 Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:	<input type="checkbox"/>	<input type="checkbox"/>
3 Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:	<input type="checkbox"/>	<input type="checkbox"/>
4 Requirement: Meet Equipment Standards Reference: Oregon Administrative Rule 333-255 Comments:	<input type="checkbox"/>	<input type="checkbox"/>
5 Requirement: EMD Dispatch Training within 6 Months of Hire Reference: Comments:	<input type="checkbox"/>	<input type="checkbox"/>
6 Requirement: Meet Employee Training Standard Reference: Oregon Administrative Rule 333-250-0043-1 Comments:	<input type="checkbox"/>	<input type="checkbox"/>
7 Requirement: Maintain Patient Records per Retention Period Reference: Oregon Administrative Rule 333-250 Comments:	<input type="checkbox"/>	<input type="checkbox"/>
8 Requirement: Notify ASA of Post/Staff Changes Prior to Implementation Reference: Comments:	<input type="checkbox"/>	<input type="checkbox"/>
9 Requirement: Ambulance Dispatched within 60 seconds of receipt of call Reference: Comments:	<input type="checkbox"/>	<input type="checkbox"/>
10 Requirement: Maintain State licensure of all Franchise Ambulances Reference: Comments:	<input type="checkbox"/>	<input type="checkbox"/>

11	Requirement: Reference: Comments:	Staff Ambulances according to Clatsop Co ASA Plan		
12	Requirement: Reference: Comments:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.		
13	Requirement: Reference: Comments:	Record and retain all dispatch related telephone and radio Communications		
14	Requirement: Reference: Comments:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule. OAR		
15	Requirement: Reference: Comments:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds		
16	Requirement: Reference: Comments:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.		

**Clatsop County Ambulance Service Area Franchise Agreement
18-Month Periodic Assessment**

Period (1) Ending: June 2018

CRITERIA:		MEETS STANDARD:	
		Yes	No
1	Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:	<input type="checkbox"/>	<input type="checkbox"/>
2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:	<input type="checkbox"/>	<input type="checkbox"/>
3	Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:	<input type="checkbox"/>	<input type="checkbox"/>
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18-Month Periodic Assessment**

Period (1) Ending: December 2018

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2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:	<input type="checkbox"/>	<input type="checkbox"/>
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