

**Attachment 1
Scope of Work**

I. Overview of the Department

The department, now known as Eugene Springfield Fire, represents a functional consolidation of City of Eugene Fire & EMS and Springfield Fire & Life Safety. Both departments have continually operated since the mid-1800's. Fire and Emergency Medical Service personnel are represented by the International Association of Fire Fighters (IAFF). The departments began providing ambulance transport services in 1981 and continue to provide this service to a large area of central Lane County.

The City Managers of both cities appoint the Fire Chief, who is responsible for organizing and administering the department. The department consists of 338 full time equivalent, limited duration, and part time (FTE) positions, including 287 uniformed and 51 civilian positions, organized into four functional divisions: Operations; Special Operations, Fire Marshal's Office, and the Administrative Services Bureau.

The Eugene Springfield Fire Department provides fire, rescue, hazardous materials, medical, code enforcement, and fire/injury prevention education services to the citizens of the Eugene/Springfield area and to eight neighboring special districts through long-standing contractual agreements. See table below.

Table 1.1 Special Districts - Population and Area

District	Population	Area (sq mi)
City of Eugene	178,259	44.6
City of Springfield	62,189	15.9
Bailey-Spencer RFPD	478	5
Eugene #1 RFPD	920	9.8
Glenwood WD	1,296	0.4
Rainbow WD	4,871	1.4
River Road WD	7,220	1.7
Willakenzie/Eugene RFPD	934	0.9
Willakenzie/Springfield RFPD	1,872	2.3
Zumwalt RFPD	1,169	11.4
Total	259,208	93.4

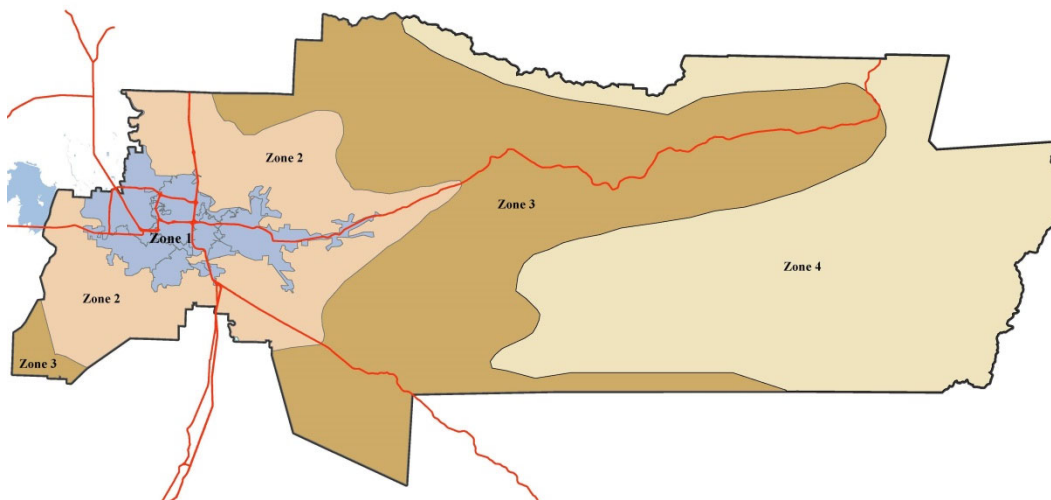
In addition, the Department provides emergent and non-emergent ambulance transport service to Lane County Ambulance Service Areas (ASA) #4 and #5. These ASA's includes all the jurisdictions listed above plus a large adjoining rural area primarily to the south and east for a total service area of nearly 2,000 square miles.

II. ASA Response Zones

The Lane County Health & Human Services Department developed an Ambulance Service Plan which has been adopted by the Board of County Commissioners. This plan calls for each ambulance service provider in the county to report quarterly on its ambulance response times for emergency calls. Response time goals are set for various zones, based on population density, proximity to urban areas, terrain, transportation networks, and expected travel time to the area.

Zones 1, 2, 3, and 4 in each ASA correspond roughly to the State of Oregon's established urban, suburban, rural, and frontier designations. ASA #4 & #5 contain all four zones, with a large frontier territory that could have greater than a 120-minute response time.

Map 2.1 ASA Response Zones



Medical direction and oversight are provided under a contract with a local emergency department physician who is a medical director with considerable experience in the practice of pre-hospital emergency medicine and who provides medical advice and accountability.

Standing Medical Orders and Treatment Protocols are developed by the Lane County Medical Control Board (LCMCB). The LCMCB is comprised of the Medical Directors representing Eugene Springfield Fire, Lane Fire Authority, Western Lane Fire and EMS Authority, Oakridge, and South Lane Fire and Rescue. The LCMCB meets regularly to develop guidelines reflective of current trends and evidence in the practice of pre-hospital care.

III. Average Area Protected by Initial Response Companies

The department's entire fire and EMS first response area is 93 square miles. Its first response needs are served by 15 engine companies, two ladder companies, and one Airport crash truck (dedicated to response at the Eugene Airport and not available to respond to incidents off Airport property). Therefore, the average area covered by each staffed first response crew is approximately 5.8 square miles.

IV. Types of Calls

Response requests are distributed among three main call types – Fire, EMS, and Other – by sorting based on dispatch activity descriptions. These call types are further divided as follows:

Table 4.1 Total Calls for Service by Type of Call

	FY20	% of Total	FY21	% of Total	FY22	% of Total
Fire	3,214	8.1%	3,928	9.6%	3,923	8.5%
Non-Transport	3,189	8.0%	3,906	9.5%	3,898	8.4%
Transport	25	0.1%	22	0.1%	25	0.1%
Hazmat	300	0.8%	254	0.6%	277	0.6%
Non-Transport	296	0.7%	252	0.6%	273	0.6%
Transport	4	0.0%	2	0.0%	4	0.0%
Medical	31,834	80.0%	31,809	77.4%	36,715	79.2%
Non-Transport	10,741	27.0%	10,728	26.1%	13,778	29.7%
Transport	21,093	53.0%	21,081	51.3%	22,937	49.5%
Public Assist	2,188	5.5%	2,612	6.4%	2,756	5.9%
Non-Transport	1,542	3.9%	1,886	4.6%	2,058	4.4%
Transport	646	1.6%	726	1.8%	698	1.5%
Rescue	2,257	5.7%	2,478	6.0%	2,706	5.8%
Non-Transport	1,830	4.6%	2,038	5.0%	2,244	4.8%
Transport	427	1.1%	440	1.1%	462	1.0%
TOTAL	39,793		41,081		46,377	
Daily Average	109		113		127	

This distribution pattern illustrates a major challenge in providing service to our diverse service area. As with most fire departments today, the large majority of calls are medical, and the demand for service is driven less by the characteristics of the fixed real property involved (land and buildings) than by the people, whose distribution does not necessarily correspond to the distribution of real property. Moreover, human beings are highly mobile; thus demand for service in a particular area can and does change frequently depending upon the time of day, day of week, specific season, special event, or as other significant and long-term demographic shifts occur.

V. Probability Analysis

Table 6.1 below shows the total incidents for Eugene Springfield Fire from FY20 through FY22 and includes the daily average calls for service using a 24-hour shift day. All data, unless otherwise noted, is obtained from computer-aided dispatch (CAD) records.

Table 5.1 Total Incidents

Fiscal Year	Total Incidents	Average Daily Incidents
FY20	39,793	109
FY21	41,081	113
FY22	46,377	127

Eugene Springfield Fire classifies incident types as follows:

- Fires
- EMS First Response
- Hazardous Materials Incidents
- Rescues (includes a variety of specialized rescue scenarios)
- Public Assists
- Mutual Aid
- Ambulance Calls (first response provided by another agency)
- Medical Transport
- Miscellaneous Calls

By analyzing each type of incident and evaluating the frequency of incidents over time, the demand patterns for response services at various times of the day can be determined. Data from fiscal year 2017 was used in this analysis.

Of note is the fact that “Medical Transport” occurs on calls that are already counted as incidents within other service categories. The medical transport numbers are included in this report because an increase in transports will adversely impact the amount of time ambulances are available to respond to other calls for service.

VI. Frequency of Calls

As previously stated, the majority of calls for service are medical in nature. Eugene Springfield Fire contracts with a provider for non-emergency, pre-scheduled patient transports for which patients are too sick to travel by taxi, another form of medical transport, or private vehicle.

The contractor currently responds to approximately 22 medical incidents each 24-hour period. A two-year history of call frequency shown in Table 6.1 below.

Table 6.1 Frequency of Contracted BLS and ILS Incidents and Transports

Month	Call Volume	Transports	Transport
21-Jul	538	497	92.38%
21-Aug	546	503	92.12%
21-Sep	542	495	91.33%
21-Oct	534	495	92.70%
21-Nov	585	541	92.48%
21-Dec	600	549	91.50%
22-Jan	623	572	91.81%
22-Feb	520	472	90.77%
22-Mar	575	530	92.17%
22-Apr	652	596	91.41%
22-May	552	510	92.39%
22-Jun	581	532	91.57%
TOTAL	6848	6292	91.88%

Table 6.2 Frequency of Out of Area ALS Transports

Month	Transports
21-Jul	12
21-Aug	3
21-Sep	8
21-Oct	7
21-Nov	6
21-Dec	4
22-Jan	3
22-Feb	8
22-Mar	7
22-Apr	11
22-May	5
22-Jun	6

Table 6.3 Frequency of Ground Critical Care Transports

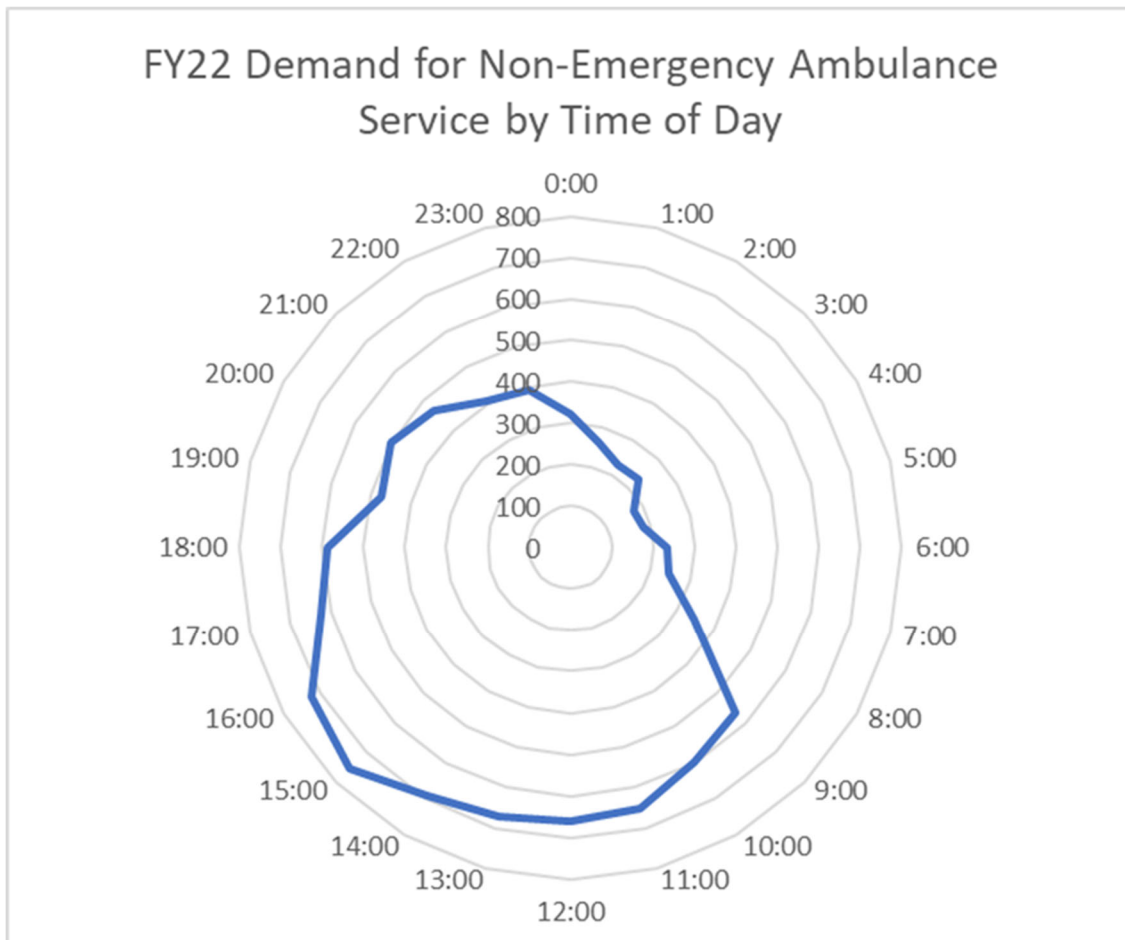
Month	Transports
21-Jul	7
21-Aug	6
21-Sep	4
21-Oct	2
21-Nov	7
21-Dec	6
22-Jan	11
22-Feb	13
22-Mar	3
22-Apr	8
22-May	7
22-Jun	9

VII. Demands for Non-Emergency Ambulance Service

Since 2008 Non-Emergency Ambulance Services have been provided by contract. Since 2008, calls for non-emergency services have increased. In FY22, the contractor responded to 6896 calls and transported 6346 patients. Future call volume may vary.

Based on recent call data, the volume of pre-scheduled and inter-facility non-emergency transports is estimated at 17 calls per day. Actual call volume may vary.

Figure 7.1 Demand for Non-Emergency Ambulance Service by Time of Day in FY22



VIII. Advisory Committees

Eugene Springfield Fire actively participates in several internal and external advisory groups and committees relating to EMS and pre-hospital care.

IX. Finance

Eugene Springfield Fire's ambulance transport sections operate as user-fee-supported systems. Fees for operation are generated through patient transports, treat and release aid responses and revenue generated through the annual FireMed membership program. The successful Contractor will honor and fulfill the FireMed contract obligations for those patients needing medically necessary ambulance transport (See Attachment 5).

X. General Qualifications and Requirements

A. General Qualifications

The proposer shall have a minimum of ten (10) years' experience providing BLS, ILS, ALS, and/or Ground CCT ambulance transport services (as appropriate), serving a population of at least 50,000. Document experience and provide a list of at least three references with your proposal. Provide name, address and phone number of contact.

B. General Requirements

1. **Performance Security** - The successful proposer must execute and deliver a valid and sufficient performance bond in a sum equal to Two Hundred Thousand Dollars (\$200,000.00), for the faithful performance of its obligations. In lieu of a surety bond, the City of Springfield may allow the successful proposer to submit a cashier's check or certified check in the same amount or establish a cash escrow account of the same amount at an institution and under escrow instructions acceptable to the City. The Performance Bond shall be renewable annually for the life of the Contract. See sample in Attachment 2.
2. **Equal Opportunity** - It is the policy of the Cities to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the Cities as a condition of receipt of federal and state funds. This policy becomes an obligation which must be assumed by the successful proposer as well. Because in some cases religion, sex, age, disability, domestic partnership, familial status, sexual orientation, gender identity, source of income or marital status may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the obligations, terms and conditions stated in the "Standard Contract Provisions" shall apply.

Violation of these provisions may be grounds for immediate termination of an agreement without recourse by the proposer.

3. **Successful Proposer's Responsibilities** - The successful proposer will be required to assume responsibility for all services offered in the proposal and for all contractual matters.

4. **Insurance** - The successful proposer, at its own expense, shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth in Attachment 2 – City of Springfield Sample Contract, Section 13 – Insurance of the RFP, and City of Eugene Sample Contract, Section 9 – Insurance, which will protect it and the City from claims which may arise out of or result from the successful proposer’s operations under the agreement.

The successful proposer must submit proof of insurance coverage as part of the agreement signing process.

5. **Prohibited Activities** - The successful proposer may not provide any other services within the Cities that are currently provided by the Cities without coordination and prior approval from the Fire Chief. This includes, but is in no way limited to, medical or first aid stand-by at events, water rescue and hazardous material response.

C. Services Functions

The provider shall perform inter-hospital, inter-facility, non-emergent ambulance services 24 hours per day, 365 days per year, within the corporate limits of the City of Springfield, the City of Eugene, their contractual jurisdictions, and within the boundaries of Ambulance Service Areas 4 & 5 assigned to the Cities of Eugene and Springfield, respectively, under the Lane County Area Service Plan. The medically appropriate level of service must be provided without regard to the patient’s status or ability to pay costs.

1. Inter-hospital, non-emergent ambulance service is defined as a transport originating at a licensed hospital and ending at a licensed hospital.
2. Inter-facility, non-emergent ambulance service is defined as a transport originating at any of the following facilities:
 - Long-term care as defined in OAR 411-048-0160
 - Adult foster homes as defined in OAR 411-050-0602
 - Residential care and assisted living facilities as defined in OAR 411-054-0005
 - Rehabilitation/skilled nursing facilities as defined in OAR 411-085-0005
 - Medical and dental clinics
 - Non-emergency scene calls are defined by the International Academy of Emergency Dispatch (IAED), Medical Priority Dispatching Software (MPDS) as Omega, Alpha, and Bravo calls.

D. Levels of Service Provided

1. **Basic Life Support (BLS)** Description The provider shall perform inter-hospital, inter-facility, non-emergent Basic Life Support (BLS) level ambulance services with a minimum of two (2) EMTs.

Scope of Work - As defined by the Standing Medical Orders and Treatment Protocols under which the Cities of Springfield and Eugene operate, a BLS is defined as follows:

- i. Responding to lift assists, Omega, Alpha, and Bravo calls originating at facilities within ASA 4 and 5 to include:
 - a. Long-term care as defined in OAR 411-048-0160
 - b. Adult foster homes as defined in OAR 411-050-0602
 - c. Residential care and assisted living facilities as defined in OAR 411-054-0005
 - d. Rehabilitation/skilled nursing facilities as defined in OAR 411-085-0005
 - e. Medical and dental clinics
- ii. Respond to non-emergent Omega, Alpha, Bravo, and Charlie scene calls, if needed.
- iii. Pre-scheduled inter-facility in- and out-of-area transfers of Basic Life Support patients that have a condition that need to be transported from a facility to a hospital.
- iv. Pre-scheduled inter-hospital in- and out-of-area transfers of Basic Life Support patients that have a condition that need to be transported from one hospital to another hospital.
- v. Emergency Medical Technicians (EMT) may:
 - a. Maintain saline lock
 - b. Administer oxygen
 - c. Perform tracheal suctioning
 - d. Defibrillate with AED
 - e. May take OB Transfers that are stable/not in labor/delivery not imminent

Out of Scope

- i. Independent residential retirement facilities as designated by ESF
- ii. May not transport:
 - intubated patients
 - patients on a ventilator
 - patients on CPAP/BiPAP
 - patients requiring the administration of any medications
 - patients that require cardiac monitoring

2. **Intermediate Life Support (ILS)** Description The provider shall perform inter-hospital, inter-facility, non-emergent Intermediate Life Support (BLS) level ambulance services with one licensed EMT-Intermediate and one EMT.

Scope of Work - Applies to inter-hospital in- and out-of-area transfers of Intermediate Life Support patients that have a condition that need to be transported from one hospital to another. Additionally, provider may respond to non-emergent Omega, Alpha, Bravo and Charlie scene calls, if needed.

- i. ILS is defined by the Standing Medical Orders and Treatment Protocols under which the Cities of Springfield and Eugene operate, an ILS is defined as follows:
- ii. EMT Intermediates may:
 - Start/maintain saline drip
 - Administer oxygen

- Perform tracheal suctioning
- Administer and maintain med drips and may bolus meds within Eugene Springfield Fire protocols/standing orders
- Transport patients with PCA pump
- Transport patients with stable cardiac rhythms only
- Transport patients that may need manual defibrillation
- Transport OB patients that are stable/not in labor/delivery not imminent

Out of Scope

- i. May not transport:
 - intubated patients
 - patients on a ventilator
 - patients on CPAP/BiPAP
 - patient that may need cardioversion

3. **Advanced Life Support (ALS)** Description The provider shall provide out-of-area inter-hospital transport, Advanced Life Support (ALS) level ambulance with one licensed Paramedic and one EMT.

Scope of Work - Applies to inter-hospital out-of-area transfers of Advanced Life Support patients that have a condition that need to be transported from one hospital to another.

- i. As defined by the Standing Medical Orders and Treatment Protocols under which the Cities of Springfield and Eugene operate, an ALS is defined as follows:
- ii. Paramedic may:
 - Start/maintain saline drip
 - Administer oxygen
 - Perform tracheal suctioning
 - Administer and maintain med drips and may bolus meds within Eugene Springfield Fire protocols/standing orders
 - May take patients with a PCA pump
 - May monitor cardiac patients with stable/unstable rhythm
 - May transport patients that may need manual defibrillation
 - Read and interpret 12 Lead
 - Transport patients that may require cardioversion or external pacing and/or external pacing is already in place
 - Transport stable OB transfers that are acute, low risk/in labor/delivery not imminent.

Out of Scope

- i. May not take:
 - intubated patients

- patients on a ventilator
- patients on CPAP/BiPAP

4. **Critical Care Transports (Ground CCT)** Description The provider shall provide Ground Critical Care Transport (Ground CCT) services from the three hospitals within Ambulance Service Areas 4 & 5. The provider's responsibilities will include being available for ground ambulance transport services for Ground CCT seven (7) days per week, twenty-four (24) hours each day. The mode of transport of a critical care patient depends on a variety of factors (weather, equipment availability, etc.) and may be done by ground or air. Eugene Springfield Fire supports the mode of transportation best for the patient. Air ambulance will be preferred over long-distance ground transport, if available, or in cases where best for the patient. Eugene Springfield Fire holds no authority to regulate air ambulance transport; this type of transport is regulated by Oregon Health Authority (OHA) and the Federal Aviation Administration (FAA).

Scope of Work - Applies to inter-hospital transfers of critical patients that have a time-sensitive condition that need to be transported immediately, and where out-of-hospital time should be minimized

- i. Defined by the Standing Medical Orders and Treatment Protocols under which the Cities of Springfield and Eugene operate, a Ground CCT is defined as follows:
- ii. Requires a Qualified minimum EMT Driver, Paramedic and a Registered Nurse certified in medical and trauma critical care that may:
 - Start/maintain saline drip
 - Provide advanced airway management to intubated patients
 - Provide advanced airway management to patient that are in respiratory distress that may require emergency CPAP/BiPAP or may require transport on a ventilator
 - Administer and maintain medication drips and may bolus medications beyond Eugene Springfield Fire protocols/standing orders.
 - Monitor cardiac patients with:
 - Stable/unstable rhythms
 - ST Segment STEMI
 - Active chest pain with ongoing dynamic ECG changes
 - Potential need for manual defibrillation
 - Potential need for cardioversion
 - Potential need for external pacing and/or external pacing already in place
 - Provide care to OB Patient transfers that are stable or unstable that are acute with high risk labor and delivery may be imminent.

E. Start-Up - The successful provider(s) will begin operations on July 1, 2023. As part of the proposal, the proposer(s) shall outline their start-up plan.

F. Deployment Plan - The provider shall be required to develop and maintain a current deployment plan for each level of service being proposed. Deployment plans must include the following elements:

- i. Identification of the number of ambulances to be deployed during each hour of the day and day of week.
- ii. A description of 24-hour system status management strategies to deploy or redeploy resources to meet performance requirements.
- iii. A description of how the provider will meet the demand for non-emergency BLS/ILS/ALS/Ground CCT ambulance response during peak periods and during unexpected periods of unusually high call volume.
- iv. A map identifying proposed ambulance station or post locations to provide equitable response times to all portions of both ASAs.
- v. A description of how ambulances will be staffed including the number of full-time or part-time employees.
- vi. A description of any planned use of call back crews.
- vii. A description of how workload will be monitored including a projected unit hour utilization rate and how that will be monitored throughout the term of the agreement.\
- viii. A description of how Ground CCT calls will be handled during adverse weather or other conditions when aircraft are grounded (if applicable).

G. Amendments to Deployment Plan - Proposed changes to the deployment plan must be submitted to the City's Contract Administrator 30 days in advance of the proposed change unless the 30-day advance notice is waived by, and at the sole discretion of, the Eugene Springfield Fire Chief. However, the provider shall immediately amend its deployment plan and redeploy ambulances or add ambulances if directed to do so by the Fire Chief following a failure to meet response time or other performance requirements. The provider shall provide the City's Contract Administrator a copy of any amended deployment plan as approved by the Fire Chief.

H. Deployment or Redeployment of Resources - Notwithstanding any deployment plan, the provider shall deploy or redeploy ambulances as necessary at times of unusual call volume or when the Department, at its sole discretion, deems it necessary to avoid a degradation of the regional EMS system.

I. Resources - The provider is required to provide transport services within the contracted ASAs with its own resources. The resources must be stationed so that the provider is able to meet the response timelines specified. The provider may not utilize, in any manner, ambulance resources from other agencies within its deployment plans. All ambulance resources specified in the deployment plan must be the providers and must comply with all specifications herein. Third party mutual aid resources may assist under extraordinary circumstances during extremely high call volume periods and only if the Department's ambulance resources are unavailable.

J. Operations Requirements

1. **Response Time Definitions** For the purposes of calculating response times, the following definitions and measurements shall apply:
 - i. Non-emergency facility transfers will be BLS transports where the pick-up location is a medical facility.

- ii. Hospital transfers will be BLS, ILS, ALS, or Ground CCT transports where the pick-up location is a hospital.
- iii. A pre-scheduled non-emergent transfer is a transfer that has been arranged 24-hours before transport.
- iv. A wait and return will be defined as a pick-up from a facility or hospital, transporting to a different facility or hospital and waiting on scene for the patient to be treated, and then returning the patient to the original facility or hospital.

NOTE: The City, through its Central Lane Communication Center (CLCC), may update, refine and/or alter dispatching protocols including priorities and codes. Any update, refinement or change will not change response performance requirements.

2. **Official Timekeeper** - The providers' official timekeeper for all calls for service under this contract shall be Eugene Springfield Fire. The provider must keep time data and submit a response report to Eugene Springfield Fire monthly. The data shall be provided in Excel or CSV format. The Department shall be the sole determinant if provider has met response time requirements as outlined in 2.ii.

- i. **Dispatch times shall be determined as follows:**

- Scene Calls. For calls that originate outside of a facility that are triaged using the IAED MPDS at Omega, Alpha, and Bravo. For Scene calls received by CLCC, the time the call is dispatched by CLCC shall be considered the "dispatched" time for all Scene calls. The time the ambulance arrives on scene shall be considered the response time.
- Unscheduled Transfers. For Unscheduled BLS Transfer calls received by provider, the time the request for transfer is dispatched by provider shall be considered the "dispatched" time for all unscheduled BLS transfer calls. The time the ambulance arrives on scene shall be considered the response time. If in the event the party requesting service indicates a specific "time for pick-up", the call shall be considered a Scheduled Transfer if the call is more than 24-hours prior to the requested time for pick up.
- Scheduled Transfers. For all Scheduled Transfers (Timed) calls, the "time for pick-up" shall be considered the "dispatched" time. Any time exceeding a zero (00:00:00) response time shall be considered a late response. For example, a Scheduled Transfer for pick up at 14:00:00 hours should have a 14:00:00 hours dispatch time. If the arrival time of the transporting ambulance is 14:00:01 hours or greater, it will be considered a late response.

ii. Response Time Requirements

The maximum allowable response times for all service levels are as follows:

Table 10.1 Response Times by Type and Zone

	Zone 1 inside the cities of Eug/Spfld	Zone 2	Zone 3	Zone 4
Scene Calls	20:00 min	30:00 min	N/A	N/A
Unscheduled Inter-facility	30:00 min	45:00 min	60:00 min	120 min
Scheduled Transfer (Timed)	Scheduled time of pick-up	Scheduled time of pick-up	Scheduled time of pick-up	Scheduled time of pick-up

**Note, there are not any hospital facilities within Zones 3 and 4

iii. Failure to Meet Response Time Requirements

- Response times are critical to patient care. The provider is expected to meet or exceed the required response times to every call and failure to do so will result in liquidated damages as provided in Section 10. In addition, failure to meet the response times in Zone 1 at least 90% of the time or within any zone 80% of the time will result in additional liquidated damages as also provided in Section 10.
- The provider must make every effort to minimize fluctuations in response time performance according to time of day, day of the week, or week of the month. In addition, the provider shall not under serve any one area within the ASAs.

iv. Response Time Exemptions

It is understood that unusual circumstances and conditions beyond the providers' reasonable control can produce response times that exceed the standards. If the provider believes that any run or group of runs should be excluded from the response time standards, a written request must be made to the Department's Contract Administrator. Any requests for exemption from response time standards shall be made with the monthly Response Time Reports. If no such request is received by the deadline required herein, no such request will be considered in compliance calculations. The Department has the sole discretion to exempt any call and is not obligated to do so for any reason. Situations in which exemptions may be granted include:

- Dispatch Services
 - Language Barrier
 - Incorrect Address
- Provider Services
 - Adverse weather and/or road conditions
 - Vehicle problems

- System
 - Hospital on diversion
 - Response area obstacles (e.g., limited access, barrier devices).

- v. **Use of Mutual Aid and Requirements**
 - Use of Mutual Aid

The provider may utilize mutual aid from third parties in cases of extraordinary high call volume and only if no Department resource is available as determined by the Cities. Requests for mutual aid from third parties must follow Central Lane Communications dispatching policies and protocols.

 - Requirement to Enter into Mutual Aid Agreements

The provider is required to enter into mutual aid agreements to respond with needed personnel and equipment with all providers in Lane County with whom the Department has mutual aid agreements. The mutual aid agreements must be generally in the same form as the City agreements and reviewed and approved by the City prior to execution.

3. Dispatch Requirements

Communications Center

The provider is required to establish a local non-emergency contact number. For non-emergency BLS/ILS/ALS pre-schedule transfers, the provider must provide its own dispatch services using call taking and dispatching personnel that meet or exceed Oregon standards and training for telecommunication personnel. All requests other than non-emergency BLS/ILS/ALS pre-scheduled and inter-facility transfers received by the provider must be immediately transferred to 9-1-1 Central Lane Communications. Likewise, 9-1-1 Central Lane Communications will transfer any non-emergency BLS pre-scheduled transfer requests to the provider. All calls transferred to provider by 9-1-1 Central Lane Communications, will be assessed a Thirty-Three Dollars and 77/100 (\$33.77) plus 20% handling fee per call for Fiscal Year 2022, and adjusted annually thereafter.

4. Remuneration

The contracted provider will submit remuneration for each BLS, ILS, and ALS call that results in transport as per the table below. These are fees paid directly from the provider to Eugene Springfield Fire and will not be passed on to the provider’s customers.

BLS	ILS	ALS
\$20	\$40	\$60

5. Equipment and Supplies

i. Communications Equipment

The provider must have and maintain in good operating condition portable and mobile communications equipment as specified by the Department. The provider will be financially responsible for all costs associated with implementing, upgrading, and making changes required by the Department.

ii. Medical Equipment and Supplies

- **Specifications and Coordination:** The provider must equip all of its ambulances with supplies and equipment necessary to carry out care in accordance with OAR 333-255-0072. The provider's equipment and supplies must meet or exceed the Oregon Health Authority, Trauma and EMS Division requirements and the City's supply and equipment requirements. The provider will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.
- **List:** The provider must provide a list of equipment and supplies used on its ambulances and the Cities may require the provider to replace any equipment or supply that does not meet requirements or the Cities' specifications.
- **Exchange:** The provider will be required to provide and maintain its own equipment and will not rely on exchanges from the Cities or Region 5 Training Association unless a separate agreement is reached.
- **Logistics:** The provider is responsible for the purchase of all supplies, equipment, and maintaining the cleanliness and adherence to infection control procedures for all equipment and transport units.

iii. Ambulances

- **Quality:** All ambulances in service in ASA 4 & 5 shall be in good working order and appearance. No Type I, II, III or mid-duty ambulance utilized by the provider may have mileage in excess of 200,000 miles unless otherwise approved by the Fire Chief. Vehicles or equipment that the Department reasonably determines to have cosmetic or physical deficiencies that may negatively impact customer perception shall be removed from service and either replaced or repaired without undue delay.
- **Specifications:** All ambulances must be licensed as required by the Oregon Health Authority, Trauma and EMS Division and must meet or exceed the requirements set forth in ORS 682.051 to 682.991 and OAR 333-255-0060, in addition to the requirements herein.
- **Color, Markings and Warning Devices:** All proposed markings and color schemes shall be submitted to and approved by the Cities prior to implementation and the provider may be required to change markings and color schemes if required by the Cities at any time. The provider must have a uniform appearance on all of its apparatus and must display the words "Non-Emergency Transport Service" in a minimum of four inch (4") lettering on both sides and rear of vehicle.
- **Fleet Size:** The provider is required to maintain a fleet size capable of handling not less than 100% of proposed peak deployment in ASA4 & 5. Neither the Cities' nor mutual aid resources may be considered part of the provider's fleet.

- **Maintenance:** The provider shall maintain all ambulances and equipment in a manner to achieve the highest standard of safety, reliability and appearance. All personnel utilized to maintain vehicles and equipment must be properly trained, certified, and knowledgeable. Any vehicle or equipment utilized by provider in providing services that are reasonably found by the Department to have any deficiency that may compromise function, must immediately be removed from service.
- **List:** The provider shall at all times maintain a current list of ambulances (including reserve units), to include license number, vehicle identification number, name and address of any applicable lien holder and shall make the list available to the Department immediately upon request.

6. Disaster Preparedness

The provider shall actively participate with Eugene Springfield Fire in its disaster planning and response process to include but not be limited to:

- Participating in training programs, exercises, and planning sessions as required by the Cities; and
- Developing response plans for multi-casualty, or disaster situations providing for seamless integration of, and adherence to, Eugene Springfield Fire guidelines and policies.

7. Committee Participation

The provider shall designate appropriate personnel to participate in the Central Lane Medical Control board and other committees at the request and discretion of the Fire Chief. The Fire Chief shall have the authority to reject, limit or remove persons designated.

8. Standby and Event Coverage

Under routine circumstances the provider will not participate in any standby or event coverage unless specifically requested to do so by the Department.

9. Career Development

Provider is strongly encouraged to work closely with the City in its efforts to attract a culturally diverse workforce and to ensure economically disadvantaged youth are exposed to the opportunities in emergency response professions. While working closely with the local school districts and Lane Community College, our goal is to introduce young men and women to emergency response-related careers.

10. Personnel and Clinical Standards

- **Staff, General:** The City expects that provider's provision of services shall conform to the highest clinical and professional standards. In doing so, the provider shall comply with all applicable City, County, State, and Federal laws, regulations and standards regarding the provisions of services. All persons employed by the provider shall be competent in the performance of

their duties, hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The provider shall be held accountable for employee performance, licensing and actions. The provider shall cooperate and submit to individual and corporate investigations requested by the City.

- Command and Control Structure: The provider must be NIMS (National Incident Management System) compliant throughout the duration of their contract with the Cities.
- Ambulance Staffing

The provider shall staff ambulances with the following minimum staffing:

Level of service	Minimum staffing
BLS	2 EMTs or AEMT
ILS	1 Intermediate, 1 EMT/AEMT
ALS	1 Paramedic, 1 EMT/AEMT
GROUND CCT	1 Paramedic, 1 Registered Nurse

When operating an ambulance, all personnel must meet the applicable requirements of ORS 682.051 to 682.991 and OAR 333-255-0070. All personnel staffing ambulances must be licensed, in good standing, with the Oregon Health Authority, Trauma and EMS. The provider must use reasonable efforts to hire and retain personnel with bilingual skills, especially Spanish.

11. Management and Supervision

The provider will provide the management and supervision necessary for effective oversight, and administration of ambulance transport services. At least one field supervisor, with current credentials and clinical field experience, shall be on duty or on call at all times in order to oversee or provide support to field personnel as necessary. This person shall be available on scene within 45 minutes. In addition, the contract administrator named by the provider in its proposal may not be changed without approval of the Department. Approval will not be unreasonably withheld.

12. Uniforms and Appearance of Personnel

The provider’s ambulance personnel shall wear clean, professional uniforms. All shirts, trousers, jackets, and shoes must be approved by the Battalion Chief of EMS.

13. Competence and Professionalism of Personnel

Professional and courteous conduct and appearance is required at all times from the Provider’s personnel.

14. Personnel and Training

- Orientation of Employees

The provider must ensure that all employees have been properly oriented before being placed on transporting ambulances. The orientation shall include but not be limited to: overview of the Eugene Springfield EMS system; applicable policies, procedures, orders and protocols (to include HIPAA and

infection control); all communications; navigation, mapping, hospital routes; ambulance equipment utilization and maintenance. Orientation curriculums must be pre-approved by Eugene Springfield Fire's EMS Training Coordinator prior to implementation. The provider must maintain documentation of compliance with these requirements.

- Training Records

All personnel training records must be provided to the city within 24 hours of request.

15. Student Internships

It is highly recommended that the provider will assist with and accommodate local students needing internships or field experience to obtain the necessary requirements to complete EMT training and certification.

16. Medical Direction

The provider must at all times contract with a local Medical Director who attends a minimum of 70% of the Central Lane Medical Control Board meetings, to act as the provider's Supervising Physician for purposes of assigning and monitoring the quality of care and providing pre-hospital emergency medical care and education. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the provider and whoever provides the medical direction.

17. Standing Medical Orders and Treatment Protocols

The provider shall have standing medical orders and treatment protocols consistent with the Department's Standing Medical Orders and Treatment Protocols, except Ground CCT. Standing medical orders and treatment protocols must be developed cooperatively with the Central Lane Medical Control Board, except Ground CCT.

18. Work Schedules and Employee Affairs

- The provider shall have reasonable work schedules and conditions. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.
- The Department expects that to attract and retain outstanding personnel, the provider must offer reasonable compensation. The Department in no way intends to restrict the ingenuity of the provider and its employees from working out new and creative compensation (salary and benefits) programs. However, the provider should not use sub-standard compensation levels in order to deliver economic efficiencies necessary to profitably manage its agreement with the Cities.
- The Department emphasizes that the provider is responsible for conducting its affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the agreement. The Department will not otherwise involve itself in provider's management or employee relationships. The provider is an independent

contractor and neither the provider nor any of its employees are considered employees or agents of the City of Springfield or City of Eugene.

- The Department shall, throughout the term of the agreement, have the right of reasonable rejection and approval of staff assigned to the work by the provider. If the Department reasonably rejects staff, the provider must provide replacement staff satisfactory to the Department in a timely manner and at no additional cost to the Cities.

19. Conflict Resolution Process

Differences of opinion may arise during the delivery of services under this agreement. For the purposes of this process, serious issues shall be defined as any issue which may result in civil or criminal charges. Other conditions which may violate the agreement shall be considered not serious. Issues related to quality of care and treatment protocols will be considered critical issues.

- Not Serious Issues.
 - Incident reviewed by Department and Provider
 - If Department and Provider Management cannot reach a resolution, the Fire Chief will make the final decision on resolution.
- Serious Issues.
 - Incident reviewed by Department and Provider
 - Incident reviewed by Department's Medical Director and Provider
 - If Department and Provider Management cannot reach a resolution, the Fire Chief will make the final decision on resolution.
- Critical Issues.
 - Employee shall be immediately removed from service delivery
 - Incident reviewed by Department and Provider
 - Incident reviewed by Department's Medical Director and Provider
 - If Department and Provider Management cannot reach a resolution, the Department's Medical Director will advise, and the Fire Chief will make the final decision on resolution.

20. Quality Improvement, Performance and Audit Programs

- Quality Improvement Program
The provider shall, in conjunction with the Eugene Springfield Fire, establish and carry out its comprehensive continuous quality improvement (CQI) program. The CQI program will be an organized, coordinated, multi-disciplinary approach to improving patient care services and outcomes. Response times, customer satisfaction/complaints, system integration, performance measurement, identifying areas of improvement, and identifying methods to implement and evaluate changes should all be included.
- Compliance and Audit Program
The provider shall establish and maintain a compliance and audit program as recommended by the Office of the Inspector General for all Centers for Medicare/Medicaid Services (CMS) programs applicable to ambulance

transportation. In addition, the provider must provide prompt response and follow-up to inquiries and complaints from CMS, the Oregon Health Plan and Eugene Springfield Fire.

- **Quality Audits and Inspections**
Eugene Springfield Fire representatives may at any time, and without notification, inspect the provider’s operations directly related to services provided in the agreement. This shall include, but not be limited to, CQI assessments, ambulances, repair facilities, communication and administration facilities. In addition, Eugene Springfield Fire representatives may ride as observers on any ambulance at any time.

Fire representatives may also audit all reports and data that the provider is required to collect, maintain or provide. Such audits will be conducted during normal business hours with a minimum of 48-hours’ notice.

- **Data and Information Reporting**
The long-term success of any EMS system is predicated upon the ability to measure, analyze, and report operational, clinical and administrative data. The provider shall be responsible for data input and reporting in a manner which facilitates review by the Cities and any other entity authorized by law or contract to review data and reporting. All systems and reports must comply with the ASA reporting requirements as well as City, State, and Federal data collection and reporting requirements.
- **Monthly Response Time Report**
The provider shall submit to the Department electronically monthly response reports for each month. The following reports shall be received no later than 5 PM, five (5) business days after the final day of the month. The contact for this requirement will be the Battalion Chief of EMS.

For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to:

Table 10.2 Monthly Response Time Reports

Field	Detail
PCR Run Number	Run Number used by PCR/Billing
Trip Date	Date of Call used by PCR/Billing
Vehicle (Radio Designator)	Radio Designator of Medic Unit
Call Type	Type of Call used by PCR/Billing
Nature of Call	Nature of Call used by PCR/Billing
CLCC CAD Event Number	Example: 17184206
Private Call? (not recorded in CAD)	Yes/No

Response Priority	Response Priority (Code 1 or Code 3) used by PCR/Billing
Response Priority Change	Response Priority Change (Code 1 or 3) used by PCR/Billing
Transport Priority	Transport Priority (Code 1 or 3) used by PCR/Billing
Transport Priority Change	Transport Priority Change (Code 1 or 3) used by PCR/Billing
Unit Location at Dispatch	Please include any unit location at time of dispatch geocoding data (such as Lat and Long, etc.)
Pick Up Facility Name	Pick Up Facility Name used by PCR/Billing
Pick Up Location Type	Pick Up Location Type used by PCR/Billing
Pick Up Address 1	Pick Up Address 1 used by PCR/Billing
Pick Up Address 2	Pick Up Address 2 used by PCR/Billing
Pick Up City	Pick Up City used by PCR/Billing
Pick Up Zip Code	Pick Up Zip used by PCR/Billing
Pick Up (other geocoding)	Please include any other geocoding data you have for the pick-up address, such as Lat and Long, etc.)
Drop Off Facility Name	Drop Off Facility Name used by PCR/Billing
Drop Off Address 1	Drop Off Address 1 used by PCR/Billing
Drop Off Address 2	Drop Off Address 2 used by PCR/Billing
Drop Off City	Drop Off City used by PCR/Billing
Drop Off Zip Code	Drop Off Zip Code used by PCR/Billing
Drop Off (other geocoding)	Please include any other geocoding data you have for the drop off address, such as Lat and Long, etc.)
Crew 1 EMT Level	Crew 1 EMT Level used by PCR/Billing
Crew 2 EMT Level	Crew 2 EMT Level used by PCR/Billing
PCR Outcome	PCR Outcome
Loaded Transport Mileage	Loaded Transport Mileage used by PCR/Billing
Call Date and Time	Call Date and Call Time used by PCR/Billing
Dispatch Date and Time	Dispatched Date and Time used by PCR/Billing
En route Date and Time	En route Date and Time used by PCR/Billing
At Scene Date and Time	At Scene Date and Time used by PCR/Billing

Transport Date and Time	Transport Date and Time used by PCR/Billing
At Destination Date and Time	At Destination Date and Time used by PCR/Billing
Available Date and Time Billing Level of Service/Call Type	Available Date and Time used by PCR/Billing Examples: A0428 BLS – Non-Emergency Transport; A0427 ALS – Non-Emergency Transport, Level 1

For calls canceled en route, or reassigned en route, the aforementioned items shall be reported and any additional data necessary to calculate and verify response times as provided in Section 11, subsection F2 in Table 11.1..

The monthly response time report shall include all mutual aid given and mutual aid received responses, including identification of the entity giving or receiving the aid.

21. Non-Compliant Response Report

The provider shall submit a monthly non-compliant response report electronically to the Department, no later than 5 PM, five (5) business days after the final day of the month. The contact for this requirement will be the Battalion Chief of EMS.

This report shall include all information outlined in Section 4(c) for all calls in which the response time requirements were not achieved separated into four distinct categories (Zone 1, Zone 2, Zone 3, and Zone 4).

22. Incident Reports and Complaints

The provider will complete and submit to the City within 48 hours, or any shorter time if required by the Fire Chief, incident reports for each action considered non-conforming to policies and procedures and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents or vehicle failures while on a call, equipment failures, patient injuries, and patient or facility complaints. A copy of all incident reports shall also be maintained on file at the provider's administrative offices.

Incident reports must include but not be limited to the following information:

- Date of incident.
- Incident number if applicable.
- Personnel involved.
- Unit number if applicable.
- A detailed narrative of the event; and
- A narrative of corrective action taken.

23. Quality Improvement Reports

Within fifteen (15) days following the end of each month, the provider shall provide a report in writing and electronically, summarizing quality improvement activities of the previous month.

24. Community and Public Information Report

The provider shall provide a quarterly summary of all community education and public information activities including a description of the activities, number of attendees, and number of staff hours provided. The reports shall be received no later

than 5 PM, five (5) business days after the final day of the months of March, June, September and December. The contact for this requirement will be the Battalion Chief of EMS

25. Pre-Hospital Patient Care Reports

A patient care report (PCR) is required to be completed, and submitted as required, for all patients for whom care is rendered. In order to facilitate system and quality improvement efforts, the PCR must meet with the state of Oregon requirements for pre-hospital care reports. The provider must provide a copy of a PCR within 24 hours of a request. The provider will cooperatively work with the Department to develop and implement a PCR reporting system acceptable to both parties. In the event consensus is not achieved, the Department may require the provider to use whatever reporting system the Department uses. Costs associated with the development and implementation of the reporting system shall be provider's responsibility.

NOTE: All electronic reports shall be a comma delimited CSV or EXCEL files unless agreed to otherwise by the Department. Springfield's secure FTP site shall be used if a report contains any information that is protected under HIPAA.

26. Record Requests

The provider shall also complete, maintain, and if requested by the City, provide access to or copies of the following records and reports (including supporting data if requested) within fifteen (15) working days of the request.

- Equipment failure records
- Vehicle maintenance records
- Patient account records
- Deployment planning records
- Continuing education and training reports
- Office of Inspector General recommended Medicare Audit Compliance reports

27. Community Relations and Customer Service

Community outreach and public education are essential elements of any effective EMS system. The provider must provide a written customer service plan that includes how the provider will handle and resolve complaints. A written description of community outreach activities planned for the calendar year must also be included. Specifically, outreach and education activities at nursing homes, assisted living facilities and hospitals should be addressed (at a minimum). All community activities that the provider participates in shall be approved by the Battalion Chief of EMS.

If the provider or any of its employees create work that results in a copyright, patent or any other protected intellectual property right, the provider grants to the City, or must obtain from its employee if necessary, a grant to the City of, a royalty-free, non-exclusive and irrevocable right and license to reproduce, publish or otherwise use, and to authorize others to use the work, or any part thereof, developed.

28. Finance and Administration

- **Budgeting**
The provider shall provide complete information on the full costs of its service on a quarterly basis. "Full costs" shall be defined as all costs attributable to the provision of services provided under the agreement. If revenue from ambulance service billing does not cover costs of operations, the provider shall document its projected source of revenue to offset such loss and shall detail the provider's projected time frame to recoup losses.
- **Business Office, Billing and Collection System**
The provider will be responsible for all ambulance billing and revenue for services provided by provider's ambulances and staff only. ESF will be responsible for all ambulance billing and revenue for services provided by ESF resources. However, if the provider so chooses, the provider may negotiate billing services as a separate contract with the City of Springfield.

The provider shall utilize a billing and collections systems that includes a reporting system acceptable to the Department, is easy to audit, is HIPAA compliant, minimizes the effort required to obtain reimbursement from third party payers and is capable of electronically filing Medicare claims.

The provider shall provide a local or toll-free phone number for inquiries from patients and third-party payers. This phone number will be included on all ambulance bills sent by provider.

- **Ambulance Rates**

The provider may set its own rates for service subject to approval of the City Manager(s). The provider may charge no more than the rates charged by the Eugene Springfield Fire.

Current charges: Base rate \$1,859; mileage \$24.18/patient mile.

- **Annual Financial Audits**

Provider shall supply annual audited financial statements prepared by an independent public accounting firm in accordance with Generally Accepted Accounting Principles (GAAP). Statements shall be available within one hundred twenty (120) calendar days of the close of provider's fiscal year. If provider's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements shall be required and shall be subject to the independent audit.

The provider shall maintain its financial records for a period of five (5) years after termination of the agreement with the City, or until the records have been audited by the City, whichever event occurs first. These records shall be made available during the term of the agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. The City reserves the right to conduct

an independent audit of these records at any time and the provider will provide access to all relevant records and cooperate fully with any such independent audit.

29. Compliance with All Laws and Regulations and Reporting

- Compliance

The provider must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including without any limitation whatsoever the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and its implementing regulations; Oregon Revised Statutes chapter 682; Oregon Administrative Rules Chapter 333 divisions 250, 255, 260 and 265; and Oregon Administrative Rules Chapter 847, division 035, and Oregon Occupational Health & Safety Administration (OR-OSHA). The provider must also obey all provisions of the Lane County Ambulance Service Plans and ordinances applicable to ambulance providers (except response time reporting for which the Department will be responsible).

The provider must also comply with all provisions in this request for proposal and nothing in the foregoing shall be construed to allow the provider to not comply with any request for proposal requirement imposing additional or higher or stricter standards or requirements.

- Reporting to Department

The provider shall notify the Department anytime the provider or any of its employees are named or noticed in any administrative, civil or criminal proceeding. This notice shall be in written form and forwarded to the Department within five (5) working days of the date the provider or any of its employees become aware of any such claim or notice.

The provider shall also notify the Department anytime the provider or any of its employees are audited by any regulatory authority. This notice shall be in written form and forwarded to the Department within five (5) working days of the date the provider or any of its employees become aware of any such audit.

The provider shall notify the Department of the results of any proceeding or audit. This notice shall be in written form and forwarded to the Department within five (5) working days of the resolution.

30. Demonstration of Financial Position

- Financial History

Provide evidence clearly documenting your financial history for the past five (5) years. If you are part of a larger entity, all financial information must be reported for the operational unit submitting the proposal. If you are a multi-site operator or subsidiary operation, you may report consolidated financial information provided that a letter guaranteeing your performance with the

full faith and credit of your organization is included with the financial data and is signed by an official with the authority to commit the parent organization.

- Proposed Operating Budgets

Submit three completed “Proposed Operating Budgets,” one for each of the first three (3) years of operation.

- Projected Revenues

Projected revenues must be clearly identified, for each of the first three (3) years of operation, including all sources of revenue. If projected revenue does not cover operating expenses for any year, identify a financial plan to address any such deficits.

- Organizational Chart

Provide a current organizational structure chart identifying position titles and chain-of-command relationships.

- Capital Resources

Provide and document the following:

- Access to sufficient capital to provide for implementation and start-up of the agreement.
- Financial reserves, or net worth, sufficient to fully sustain the operation for 3 months in case you have incorrectly estimated expenses or profits from the operation. Explain plan for funding operation if you do not have sufficient reserves.
- Any issue or potential event that may have a material bearing on your financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
- If you or your parent company is publicly traded, a copy of the most recent annual report and SEC forms 10(k) and 10(Q). These must include audited financial statements for at least the past three (3) years.
- If you are not publicly traded, copies of audited financial statements for the last three (3) years.
- A compliance program for all federal programs (Medicare and Medicaid) and third-party payer billing. You must identify your program, methods, documentation guidelines and implementation procedures. You must also identify your compliance officer and detail policies related to reporting and resolution of compliance issues.

- Identify the automated program for billing Medicare and Medicaid electronically.
- Identify and describe the circumstances of any bankruptcy filings involving your organization within the past five (5) years.

31. Start-Up and Zonal Response Times

- Start-Up
Damages in the amount of Five Hundred Dollars (\$500) per day for each day after the agreed start date will accrue.
- Zonal Response Times Requirement Damages
Damages for failure to meet zone monthly response time requirements will accrue as follows:

Zone 1 Percentage Compliance for Non-Emergency Transfers

Percent Complete	Fine per month
89.9%	\$500
87.9%	\$750
85.9%	\$1,000
83.9%	\$1,250
81.9%	\$1,500
<80%	\$2,000

Zone 2 Percentage Compliance for Non-Emergency Transfers

Percent Compliant	Fine per month
<80%	\$500*
*fine applies when provider responds to at least 10 calls within Zone 2	

32. Equipment and Supplies

If provider’s unit fails to have the minimum equipment and supplies required by the City on any call where such equipment or supplies are required, damages in the amount of Five Hundred Dollars (\$500) will be incurred.

33. Mechanical Failures

Damages of Five Hundred Dollars (\$500) will be incurred for each preventable mechanical failure occurring while responding to or transport of patient(s) from any call. The City has the sole discretion to determine whether a failure is preventable.

34. Ambulance Staffing

Failure to staff any ambulance responding to any call according to the provisions set forth in section 11.3 will result in damages of Seven Hundred and Fifty Dollars (\$750) per incident.

35. Data Information and Reporting

Failure to disclose financial, response, or patient information as required in the contract will result in damages of Five Hundred Dollars (\$500) per request.

36. Prohibition of Competition

The provider upon execution of the agreement expressly waives the right to bid, propose or otherwise compete against the City for any ambulance transport services during the term of the agreement. In the event the agreement is terminated for any reason, the provider also expressly waives the right to bid, propose, request or otherwise compete against the City for any Ambulance Service Area or ambulance transport services for a period of not less than two (2) years.