CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Sitting/Acting as Board of Health

Policy Session Worksheet

Presentation Date: July 22, 2025 **Approx. Start Time:** 2:30pm **Approx. Length:** 60mins

Presentation Title: Ambulance Contract with American Medical Response

Department: Health, Housing and Human Services (H3S) / Public Health Division

Presenters: Mary Rumbaugh, H3S Director and Philip Mason-Joyner, H3S Deputy Director

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Staff seeks approval of the performance-based contract for ambulance services with American Medical Response Northwest NW (AMR).

EXECUTIVE SUMMARY:

H3S staff have been negotiating a new performance-based contract with AMR for ambulance services since 2023. To ensure uninterrupted emergency services in Clackamas County, a fully executed contract must be in place by August 1, 2025. The current contract expired April 30, 2025, triggering the "Lame Duck" provisions (Amendment #5), which required AMR to continue services for up to 90 days or until a new agreement is executed—whichever comes first.

BACKGROUND

The Board signed the current contract extension with AMR NW in April of 2024. Since that time, H3S staff have been negotiating a longer-term performance-based ambulance services contract. This new performance-based contract has a 10-year term with the option for 5-year renewals based on AMR's ability to meet new requirements, including:

- Clinical performance metrics with incentives
- Revised response time requirements with incentives and liquidated damages (fines)
- Nurse navigation and secure transport services
- New compliance review processes to increase transparency
- Performance improvement process requirements
- New technology and equipment (data dashboards, electronic charting systems, etc.)
- Option to allow Basic Life Support (BLS) ambulances

The most significant items that delayed negotiations were determining the costs for patient rates and liquidated damage (fines) in the new contract. Costs for operating and administering emergency medical services have increased and the built-in funding has not kept pace. AMR previously requested substantial patient rate increases that were negotiated and agreed upon to balance AMR's financials for providing services in Clackamas County and achieve full cost recovery.

AMR also agreed to continue providing the High Rocks Lifeguard and Reach & Treat Wildness Programs for one-year at no cost to the County.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? ☒ YES ☐ NO

What is the cost?

- There is no direct cost to the County to administer the ambulance contract, as revenue for the contractor is from patient transport fees.
- Annual revenue for ambulance contractor (AMR NW) is anticipated to be approximately $23 million.
- Clackamas County would receive $1,186,770 annually from AMR NW to administer the Emergency Medical Services Program.

STRATEGIC PLAN ALIGNMENT:

- **How does this item align with your Department's Strategic Business Plan goals?**
  - Emergency Medical Services is an important Public Health program and aligns with H3S and Public Health Strategic Business Plans.
  - Monthly contract compliance for emergency medical services is a key performance measure incorporated into the County's annual budgeting process.

- **How does this item align with the County's Performance Clackamas goals?**
  - Ensure safe, healthy & secure communities.

LEGAL/POLICY REQUIREMENTS:

ORS 682.062 requires each county to establish a plan for efficient and effective ambulance services. ORS 682.063 (1) (b) requires persons and governmental units that desire to provide ambulance services under the plan to meet all the requirements established by the plan. The BCC adopted an updated ambulance service plan in November 2024.

Title 10.01 of Clackamas County Code states that the BCC may:

- Change boundaries of ambulance service areas
- Create new ambulance service areas
- Change system elements and coordinate provisions
- Select or change ambulance providers, procedures, standards, and/or service provisions

PUBLIC/GOVERNMENTAL PARTICIPATION:

EMS stakeholders are primarily engaged through the County's Emergency Medical Services Council.

OPTIONS:

1. Place the performance-based ambulance contract with AMR NW on an upcoming Board Business Meeting Agenda for approval prior to August 1st, 2025.
2. Instruct staff on an alternative approach.

RECOMMENDATION:

Staff recommends Option #1: Place the performance-based ambulance contract with AMR NW on an upcoming Board Business Meeting Agenda for approval prior to August 1st, 2025.

ATTACHMENTS:

#1: Slideshow Presentation

#2: Draft Contract (*Signed*)

SUBMITTED BY:

Division Director/Head Approval Mary Rumbaugh

Department Director/Head Approval Mary Rumbaugh

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Bill Conway @ 503-313-9170 or wconway@clackamas.us

Attachment #1

Health, Housing & Human Services
CLACKAMAS COUNTY

Performance-based Ambulance Contract

July 22, 2025





History / Background



Clackamas County and AMR have been actively negotiating a new performance-based contract since 2023



The current contract for ambulance services expired April 30, 2025, triggering the “Lame Duck” provisions which require AMR to continue providing services up to 90 days (until 7/31/25)



The most significant items that delayed negotiations were costs for patient rates and liquidated damages (fines)



Costs for operating and administering emergency medical services have increased and the built-in funding has not kept pace

Comparison of Previous & New Contracts

Previous Contract (May 2014 – April 2025)	New Performance-based Contract
• Focuses on response time compliance as the primary mechanism for accountability • AMR required to achieve 90% response time compliance for all calls in Urban, Suburban, Rural and Frontier areas	• Revised response time requirements that include liquidated damages (fines) • Clinical performance metrics that include incentives • New compliance review processes with independent review panels

Comparison of Previous & New Contracts Cont.

Previous Contract (May 2014 – April 2025)	New Performance-based Contract

• High Rocks Lifeguard & Reach & Treat Wilderness Programs provided at no cost
• Patient rate adjustments: $1,675.73 (current)
	• High Rocks Lifeguard & Reach & Treat Wilderness Programs provided for one-year at no cost
	• Nurse navigation and secure transport services
	• Patient rate adjustments:
	  ○ $2,245.48 (upon execution)
	  ○ $3,480.49 (by November 2025)
	  ○ No greater than 15% based on CPI (starting in 2026)

Comparison of Previous & New Contracts Cont.

Previous Contract (May 2014 – April 2025)	New Performance-based Contract

• Contractor required to submit numerous reports (also included in new contract):
  ○ External financial audit (annually)
  ○ Monthly response times & exception reports
  ○ Mutual aid given and received
  ○ Monthly vehicle mileage reports
	• Performance improvement process requirements
	• New technology requirements (data dashboards, electronic charting systems)
	• Added option to allow Basic Life Support (BLS) ambulances

Story from the Field



A Clackamas AMR Paramedic saved a newborn's life who had stopped breathing in late 2024.

"Our baby had to be rushed to Doernbecher after they stopped breathing. I could hear the care and concern in the crew's voices as they kept our newborn alive until we reached the hospital. Our new baby is healthy and happy now because of them."

This local family is doing well and thriving today thanks to the skill, teamwork, and compassion of our EMS responders working together to serve communities across Clackamas County.

Board Options

1. Place the performance-based ambulance contract with AMR NW on an upcoming Board Business Meeting Agenda for approval prior to August 1st, 2025.
2. Instruct staff on an alternative approach.

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THIS FRANCHISE AGREEMENT ("Franchise Agreement" or "Agreement") is entered into between Clackamas County, a political subdivision of the State of Oregon ("County"), and American Medical Response Northwest, Inc. ("Franchisee"), for the provision of exclusive emergency ambulance services in the County Ambulance Service Area in Clackamas County, Oregon. County and Franchisee are each individually referred to herein as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, County is willing to enter into an exclusive emergency ambulance services Agreement with Franchisee which meets or exceeds the requirements of Chapter 10.01, Ambulance Service Plan of the Code of the County of Clackamas, the provisions of Oregon Revised Statutes, Chapter 682, and other relevant Federal, State and local laws, regulations and rules; and

WHEREAS, Franchisee is a provider of ambulance services and has the capability to meet or exceed County specifications, standards and requirements; and

WHEREAS, the Board of County Commissioners finds that this Agreement is necessary for the purpose of promoting the health, safety and general welfare of the community;

NOW, THEREFORE, Franchisee and County agree as follows:

II. INTRODUCTION.

Prompt response and transport to a hospital have been the essential terms of ambulance service agreements for decades. Clinical standards, dynamic deployment, and contingency planning have traditionally been given less weight, if addressed at all. This Franchise Agreement is intended to capture the evolution of emergency medical services and memorialize the agreement between County and Franchisee, incorporating the follow key concepts:

A. Clinical and operational performance,

B. Financial protection to the community and the oversight agency,

C. Assurances for continuity of services in the event of major default or Franchisee's terminating operations or dissolution, and

D. Public transparency and accountability.

III. DEFINITIONS

Advanced Life Support (ALS) – A level of medical care provided in the field by paramedics, as defined by Oregon law.

Ambulance - A privately or publicly owned motor vehicle, aircraft or watercraft that is regularly provided or offered to be provided for the emergency transportation of people who are ill or injured or who have disabilities.

Ambulance Service Area - A specific geographic area of Clackamas County which is served by one Ambulance Service Provider as described in the Ambulance Service Plan.

Ambulance Service Provider - A licensed ambulance service that responds to 9-1-1 dispatched calls.

Ambulance Service Plan - A licensed ambulance service plan established pursuant to Oregon Revised Statutes 682.062 and adopted by Clackamas County as chapter 10.01 of the County Code.

Basic Life Support (BLS) – A level of medical care that can be provided in the field by paramedics or EMT's, as defined by Oregon law.

Board - The Board of Commissioners for Clackamas County, Oregon

Calls Received by Other Means – This refers to calls received by means other than the 9-1-1 system. These may include, but are not limited to: 7- or 10-digit phone lines, text messages, and electronic interfaces between healthcare facilities and ambulance IT systems.

Clackamas County Department of Communications (CCOM)- A department of Clackamas County government that operates a public safety access point (PSAP).

Clackamas County EMS Program (CCEMS) – The office within Clackamas County government which provides oversight and direction to EMS activities within the County.

Clinical Performance Standards - Specific, measurable expectations for the quality of care provided by Franchisee, which are used to assess and improve the performance of healthcare providers and organizations, and to ensure patients receive safe and effective care.

Code 1 Ambulance Response – 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.

Code 3 Ambulance Response – 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.

Computer Aided Dispatch System (CAD) – A computer hardware/software system that is used to deploy ambulances, monitor their responses in real-time, and record pertinent data.

Consortium - Refers collectively to fire service agencies that have entered a contractual relationship with the County to provide emergency medical first response service according to response time standards and other standards set forth in those agreements. The previous members of the Consortium are Clackamas County Fire District No. 1, Tualatin Valley Fire & Rescue, and the City of Lake Oswego Fire Department.

County - Clackamas County, a political subdivision of the State of Oregon.

County EMS Medical Director (EMSMD) or Medical Director - A licensed physician employed by or contracted by the County to provide medical direction as required.

Cultural Competence - The ability of healthcare professionals to recognize, respect, and appropriately respond to the diverse cultural beliefs, practices, languages, and values of the communities they serve.

Department or H3S Department - The Clackamas County Department of Health, Housing, and Human Services.

Electronic Patient Care Report (ePCR) – A computer hardware/software system used to record clinical and demographic information about each response and episode of care.

EMS or Emergency Medical Services - Those pre-hospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.

Emergency Medical Services Agency - An ambulance service or non-transport EMS service that uses emergency medical services providers to respond to requests for emergency medical services.

Emergency Medical Services Coordinator (EMS Coordinator) - The person designated by County Department's Public Health Division who is responsible for overseeing, administering and enforcing compliance with the terms of this Agreement and the applicable EMS regulations to ensure the provision of continuous and quality emergency medical care to the public.

Emergency Medical Services Provider (EMS Provider) - A person who has received formal training in pre-hospital and emergency care and is licensed to attend any person who is ill or injured or who has a disability.

Emergency Medical Services System - The system that provides for the arrangement of personnel, facilities, and equipment for the effective and coordinated delivery of pre-hospital health care services in Clackamas County.

Emergency Physicians Advisory Board (EPAB) - An advisory board constituted by the Supervising Physician of each EMS responding agency in the County.

EMS Council or Council - Emergency Medical Services Council.

Emergency Ambulance Service – Ground ambulance responses initiated through the PSAP or received directly by the ambulance service call-taker from a caller on the ambulance service's 10-digit line and meeting criteria for classification as a Code 3 or Code 1 response with notification of the CCOM dispatchers.

First Responder or First Response Agency - Fire and other governmental or private agencies providing Emergency Medical Services before Franchisee arrives on-scene. First Responders do not transport patients.

Frontier Area - An area within the ASA which is designated as such on the map attached as Appendix A.

Franchise – A right granted to an Ambulance Service Provider by the Board to provide emergency ambulance services within the ASA on an exclusive basis, subject to the terms and conditions of this Agreement. Assignment of an ASA to a rural fire protection district pursuant to Sections 10.01.070.A.1 and 10.01.070.A.2 of this Plan shall not be considered a franchise.

Franchisee- American Medical Response Northwest, Inc.

Lake Oswego Communications Center (LOCOM) - A division of the City of Lake Oswego that operates a public safety access point (PSAP).

Medical Director or Supervising Physician (EMSMD) - A physician licensed under ORS 677.100 to 677.228, who is actively registered and in good standing with the Oregon Medical Board, and who directs the emergency or nonemergency care provided by Emergency Medical Services Providers.

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

OHA - Oregon Health Authority.

Online Medical Control (OLMC) - A physician directing medical treatment in person, over a radio, by phone or through some other form of instant communication.

Participating Provider or Participating Agency - A fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to integrate agency resources into an EMS response plan including using agency responses to modify ambulance response time requirements.

Patient - A person who is ill or injured or who has a disability and who receives emergency or nonemergency care from an Emergency Medical Services Provider.

Public Safety Answering Point (PSAP) – The public operation responsible for receiving 9-1-1 calls and processing the calls in compliance with applicable operating guides, including the assignment of responding units, collecting and disclosing or distributing the data associated with the calls. "9-1-1 calls" shall include

all requests received by the PSAP, regardless of whether the communication originates via a user dialing or encoding "9-1-1" or establishing the communication through other means including, but not limited to, 10-digit access numbers, text messaging, radio broadcast, monitored social media accounts or other PSAP monitored technology.

Region - One of eight areas into which the County ASA is divided that are used for reviewing response times for communities inside the service area. The eight (8) Regions in the County ASA are set forth below.

Region 1 includes Lake Oswego and part of West Linn in the urban and suburban zones west of the Willamette River and north of the Hidden Springs Line. The Hidden Springs Line is a dividing line west of the Willamette River which follows Mapleton Drive from the Willamette River to Highway 43, then Highway 43 to Hidden Springs Road, then Hidden Springs Road to Rosemont Road. From the junction of Hidden Springs Road and Rosemont Road the line goes northwest to the junction of Mossy Brae Road and Stafford Road, then follows Stafford Road to Borland Road, and then Borland Road to the Tualatin City Limits.

Region 2 includes West Linn and Wilsonville, the urban, suburban, and rural zones west of Willamette River and south of the Hidden Springs Line.

Region 3 is Gladstone and Oregon City.

Region 4 is Milwaukie and Oak Lodge.

Region 5 is urban Clackamas Fire District 1 (not including Region 4) including Happy Valley.

Region 6 is suburban Boring, Clackamas Fire District 1, Estacada, Damascus, Eagle Creek, and Sandy.

Region 7 is rural Hoodland and Sandy.

Region 8 is rural Boring, Clackamas Fire District 1, Fire District #68, and Estacada.

Response Time -The length of time between the notification to each provider (Participating Provider or Ambulance Service Provider) and the arrival of each provider's emergency medical service unit(s) at the incident scene. Notification must include all necessary and accurate information for the provider to respond including, but not limited to, address and presumptive condition of the patient.

Rural Zone or Rural Area - An area within an ASA which is designated as such on the map currently approved by the Department attached here to as Appendix A.

Staffed- Qualified people, physically located at or immediately accessible to an Ambulance Service Provider's base of operation within an ASA, available on a 24-hour basis.

Suburban Zone or Suburban Area- An area within an ASA which is designated as such on the map currently approved by the Department attached here to as Appendix A.'

System Status Management Plan (SSM) - A comprehensive operational strategy developed and maintained by the Franchisee that details how ambulance and personnel resources will be deployed, staffed, and managed within the County to meet the service levels and response time requirements specified in this Agreement.

Tracking Emergency Calls During Ambulance Unavailability - Includes all incidents where an ambulance was not assigned promptly due to a lack of available units, resulting in delayed response times.

Unit Hour - One (1) hour of service by a fully equipped and staffed ambulance.

Unit Hour Utilization (UHU) - The ratio between the number of transports divided by the unit hours deployed.

Urban Zone or Urban Area - An area within an ASA that is designated as such on the map currently approved by the Department attached here to as Appendix A.

Urban Coordinated Zone -The response time zone that is implemented by contractual agreements with the members of the Consortium, which would otherwise be an Urban Zone.

Zone - An area in the Clackamas ASA that is used for reviewing response times, and is includes an Urban Zone, an Urban Coordinated Zone, a Suburban Zone, a Suburban Coordinated Zone, a Rural Zone or a Frontier Zone.

IV. SCOPE AND PARAMETERS

Through this Agreement, the County is establishing an exclusive Franchise with Franchisee for emergency ground ambulance services that is intended to assure: practices that foster clinical and operational excellence, transparency and accountability in performance, and a systems approach to service delivery.

This Franchise Agreement defines the services required of the Franchisee, the regulatory environment under which the Franchisee will operate, the technical requirements that the Franchisee will be required to comply with, and the consequences to the Franchisee for non-compliance with the provisions of this Franchise Agreement.

To ensure public safety and EMS system sustainability, only the Franchisee and the Franchisee's subcontracted providers may operate in the ASA. The County agrees to enforce this policy to the extent practicable.

A. Services to be Provided.

1. **Ambulance Service.** Franchisee shall provide 24 hour per day/7 days per week coverage for all requests for emergency ambulance services, as County's exclusive Ambulance Service Provider for emergency ambulance services within the County Ambulance Service Area as set forth in this Agreement. The Franchisee will send a BLS or ALS ambulance in response to all requests for emergency ambulance service referred to the Franchisee that are received through a 9-1-1 PSAP. The Franchisee agrees to provide ambulance services under this Franchise Agreement in accordance with the terms of this Agreement including, but not limited to, the Ambulance Service Plan (ASP) in Appendix N, and all applicable, City, County, State, and Federal laws, rules, standards, and regulations. Applicable County standards include, but are not limited to, County EMS protocols, policies, guidelines, and procedures. Franchisee shall maintain all necessary certifications to provide secure transport services for behavioral health patients and individuals in custody or diversion within Clackamas County during the entire term of this Agreement, in compliance with Oregon Administrative Rules (OARs): 309-008-0100 through 309-008-1600 and 309-033-0200 through 309-033-0970.

2. **Nurse Navigation**. The Franchisee shall provide "Nurse Navigation" services through a program that enables 911 dispatchers to redirect non-urgent, low-acuity calls to a dedicated nurse line. Once redirected, Oregon-licensed nurses determine the most appropriate pathway to care following physician approved protocols. The program facilitates referrals to clinics, coordinates transportation to and from medical appointments, and supports callers in navigating available healthcare resources. This approach is designed to optimize emergency response resources while ensuring callers

receive timely and appropriate care. Nurse Navigation calls will count towards response time compliance and a call is deemed compliant at the time the call is transferred to the nurse navigation line. The services provided herein are not intended to be an independent clinical diagnosis or treatment. These services are intended to provide navigation to appropriate care.

3. **[Reserved].**

4. **Medical Equipment and Supplies.** All ambulances, medical supplies and equipment, and office facilities used in this Agreement will be provided and maintained by Franchisee. The Parties are committed to introducing new equipment and technologies to better meet the needs of the people in Clackamas County when needed. The Franchisee agrees to remain current with trends in medical transportation services, actively pursuing upgrades identified by the County. Any upgrades will be mutually agreed to in advance in writing. Any upgrades shall take into consideration EMS system financial sustainability, rates and other relevant considerations.

5. **Franchisee Facilities and Resources.** Franchisee will have an office within Clackamas County from which daily operations are conducted and at which staff members are located who can answer citizen's questions regarding ambulance bills. Franchisee's current office location is 12438 SE Capps Rd., Clackamas, OR, 97015.

6. **One-for-One Restocking.** The Franchisee shall maintain a resupply program for Clackamas County first responder fire agencies, for those supplies used directly for patient care. The details and logistics of the resupply program shall be established by the Franchisee and each fire agency through mutual written agreement. Franchisee will provide the County with a copy of the resupply plan. The scope of the resupply program shall be limited to restocking, or reimbursing the costs of non-durable medical/support supplies and pharmaceuticals utilized in providing direct patient care on 9-1-1 medical calls that result in an ambulance transport. The Franchisee is not responsible to replace expired, lost or damaged supplies or medications. DEA Schedules I, II, III and IV controlled medications are not part of the resupply program. The Franchisee must collaborate and use reasonable efforts with the First Responder Agencies in meeting the resupply requirement.

7. **Disaster Assistance and Response**. The Franchisee shall be actively involved in planning for and responding to any declared disaster in the County, including planning for provision of services to at-risk populations, defined as individuals who may face increased challenges during emergencies due to disabilities, health conditions, language barriers, economic status, or living situations. In the event a disaster within the County or a neighboring County is declared, normal operations shall be suspended, and Franchisee shall respond in accordance with the County's disaster plan. Franchisee shall use best efforts to maintain primary emergency services. During the period of declared disaster within the County, the County will not impose performance requirements or liquidated damages for response times. The direct costs resulting from the performance of disaster services that are non- recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such costs shall not include the cost for maintaining normal levels of service during the disaster but shall be limited to the reasonable and verifiable direct cost of these additional services. County will

provide reasonable assistance to the Franchisee in recovering these costs, as requested by Franchisee; however, County shall not be responsible for any payments to Franchisee.

8. **Disaster Preparedness.** Franchisee personnel will be trained in FEMA Incident Command System (ICS) and National Incident Management System (NIMS) courses to better collaborate with local, regional, and national responders during disasters and other unplanned events. As referenced in the Ambulance Service Plan, in Appendix N. Clackamas County Emergency Operations Plan, Franchisee, EMSMD and County EMS program staff will regularly engage with local emergency response partners to plan and practice how to coordinate operations in emergency and disaster situations.

9. **Medical First Responders - Integration and Support.** The Franchisee may enter Medical First Response Agreements with Participating Provider within portions of the Clackamas ASA. Currently the Participating Providers are Clackamas County Fire District No. 1, Tualatin Valley Fire & Rescue, and Lake Oswego Fire Department. These agreements implement the Urban and Suburban Coordinated Zone response time standards, which replace the Urban and Suburban Zone standards where applicable. Franchisee may be able to reduce the number of staffed ambulance units utilized in its system status plan, using these agreements, from what otherwise would be required. It is understood that implementation of the reductions may only occur as Franchisee is able to do so consistent with its obligations to meet the response time standards of this Agreement. Ambulance response times will not be extended in Zones without Participating Providers agreements. If permitted by Franchisee vendors and in accordance with applicable laws, Franchisee may offer fire agencies in the County direct access to their on-line ordering system, with supplies shipped directly to the fire agencies' designated locations twice weekly. If permitted by Franchisee vendors and in accordance with applicable laws, Franchisee may also provide fire agencies access to its nationwide contracts for equipment, such as cardiac monitors, AEDs, backboards, or respiratory equipment. During any time that the Urban Coordinated Zone is implemented, calls in that Zone will be combined with calls in the Urban Zone for Agreement compliance, and Zone credit and liquidated damages purposes.

10. **Incident Command.** At emergency response scenes where they are present, the local fire agency having jurisdiction has responsibility for overall scene safety and management. Franchisee is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of the fire agency. Once the fire agency arrives on scene, the command responsibility is transferred to the ranking fire officer. Authority and responsibility for patient care will initially be the responsibility of the first arriving paramedic, regardless of rank or agency, on the first arriving first response or ambulance vehicle. The authority and responsibility for patient care will be transferred to the paramedic, nurse or physician on the transport ambulance (ground or air) as described in the treatment protocols. Medical control issues will be resolved through consultation with fire agency personnel, and if necessary, with on-line medical control, and the County Medical Director.

11. **Participation in ICS.** Franchisee will be required to fully and actively participate in the Incident Command System (ICS) and Personnel Accountability System (PAS) as

adopted by the Clackamas County Fire Defense Board. Franchisee will work collaboratively with all County area fire agencies to enhance services while prioritizing on-scene crew interactions to improve patient care through Multi-Agency Training (MAT), mobile training outreach, and enhanced inter-agency operations and communications.

12. **Equipment Retrieval.** For all transports covered by this Agreement, Franchisee will retrieve fire agency equipment from hospitals which accompanies patients to those hospitals and deliver the equipment back to the fire agency. Franchisee's supply technicians will make routine rounds to local hospitals, retrieve and decontaminate the equipment and deliver it back to the appropriate agency. In the event a fire crew requires replacement of an authorized durable piece of equipment, such as a backboard, Franchisee will provide for that replenishment while still on scene.

13. The Franchisee shall respond to HazMat and fire standby requests at no cost for the first hour. Each additional hour thereafter shall be billed to the requesting agency at the Franchisee's prevailing standby rate.

14. Franchisee will maintain a Critical Incident Stress Management program.

15. Franchisee will provide an administrative representative to the County fire and police chief organizations whenever requested.

16. **Return to Station Transportation.** When a fire responder accompanies the ambulance to the hospital to assist in providing patient care in critical situations, Franchisee will notify its dispatch center that a fire responder is onboard with them to the hospital. Franchisee will return the first responder to their station immediately after completing the call at the hospital. If the first responder cannot be returned by the crew or on-duty supervisor, Franchisee will order and pay for a taxi or rideshare to return the first responder to their station.

17. **Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) Solution.** Franchisee will provide an Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) solution, including the equipment, software, and ongoing maintenance solely at Franchisee's expense. Franchisee's ambulances and supervisor units must be equipped with a wireless modem and GPS receiver that links to its Communications Center's CAD system to track vehicle locations and select the closest available unit. The modem passes the GPS packets to the mobile laptop then currently transmits the data by a wireless Verizon card to the CAD. Franchisee will install the same capability in all fire department medic units (ambulances) including Canby and Molalla Fire that serve the two other adjoining ASAs. GPS-enabled modems in each fire ambulance will transmit location data to the same server as Franchisee's ambulances, providing position and status of all units displaying on the same map screen. While proposed brand names and carriers may change, the same functional capability must be maintained. Franchisee will install a mobile client running in each PSAP to display in the preferred format, on either a PC monitor or a large wall mounted flat screen. As units are assigned to calls, their icon color will change to display current status and can be viewed in the tabular unit status queue. Franchisee will coordinate with each PSAP to collect and display

status information on fire units for the integrated display including information on unit status, responding at scene, transporting, at hospital, etc. The mobile client will give the PSAPs visibility of all active Franchisee calls regardless of which PSAP initiated the call and display all emergency ambulance activity within the County. Franchisee will maintain these capabilities for the duration of this Agreement.

18. **Electronic Health Record Software (EHR).** Franchisee's operation will utilize the then current, County approved, EHR software system (currently ESO), a tool to capture clinical and demographic data. EHR software shall be a wireless data collection system for pre-hospital care documentation. Franchisee shall deploy mobile data computer devices that meet both military and International Electrotechnical Commission standards for vibration, dust and water- resistance. The data collected is used by Franchisee and agency partners to make fact- based decisions regarding operational performance, clinical protocols, and patient treatment methods.

19. **Resource Utilization.** Franchisee will participate in County review of EMS resource utilization, in collaboration with the EMS Council and other stakeholders. Such review will address potential innovation designed to reduce redundancy and promote greater efficiency in the delivery of emergency medical services.

20. **Cost Savings Allocation and Use.** Due to a reduction in staffed ambulance units resulting from decreased response time requirements, the Franchisee's annual cost savings as of the first year of this Agreement amounts to $480,000 ("Cost Savings"). The Cost Savings amount will increase annually based on the percentage change in the Consumer Price Indexes (CPI), as referenced below in the Annual Rate Adjustment section, and will not exceed 5%. In accordance with applicable laws and regulatory guidance, the Cost Savings shall be used solely for various Emergency Medical Services (EMS) related programs, including but not limited to, reimbursement to first responders (Participating Providers) for extended transport response time and patient care; a hardship relief program (Compassionate Care) for customers unable to pay ambulance service bills; other lawful and permissible EMS-related system enhancements. The Franchisee shall allocate the Cost Savings, as adjusted annually, as follows:

    a) 60% ($288,000 in year 1) to reimburse Participating Providers that enter into an agreement with County for the extension of the County response time clock.

    b) 20% ($96,000 in year 1) for System Enhancements, administered by the County for upgrades, equipment, or other EMS-related improvements that benefit Franchisee. Unspent System Enhancement funds will roll into a reserve for future equipment upgrades or other system necessities. In the event of termination, all remaining funds shall belong to the Franchisee.

    c) 20% ($96,000 in year 1) for Compassionate Care, administered by the Franchisee as a hardship relief program. Franchisee will allocate the Compassion Care funds, hold this portion of funds, and will report its expenditures to County within 90 days of the end of each County fiscal year (June 30). Any unspent funds shall not be carried forward into the next

Agreement Year. In the event of termination, all remaining funds shall be returned to the Franchisee.

d) Payment and Distribution of Cost Savings. If a provider becomes a Participating Provider and enters an agreement with County, Cost Savings will be paid by Franchisee quarterly in arrears to the Participating Provider.

e) Map Revisions. In the event that one or more of the Participating Providers terminate their Cost Savings contractual agreement with the County for the provision of medical first response services, or in the event that new Participating Providers are added, County may revise the Response Time Map (Appendix A) upon a written agreement signed by County and Franchisee without the need for an amendment to this Franchise.

21. Subcontracting of Service with Fire Agencies. Franchisee is permitted to subcontract transport services to fire agencies within the County. No delegation of duties or subcontract under this Agreement will be effective without the prior written consent of County, which approval shall not be unreasonably withheld, conditioned or delayed. However, any such subcontracting shall not relieve Franchisee from all compliance responsibility with Clinical Performance Standards and Response Times identified in the Franchise Agreement in the subcontracted areas. Franchisee shall promptly provide County with copies of all subcontracts, including any amendments or other related documents, throughout the term of this Agreement.

22. Hospital Relations. For hospitals that participate with Franchisee with data exchange, Franchisee will make available de-identified data to the hospitals of the County EMS system related to EMS volume, acuity scores, heat mapping of EMS incidents by type and time of day and day of week, specialty activations, and patients' dispositions, including receiving facility if transported. Any data exchange shall be set forth in a written data sharing agreement. The County will convene and facilitate a working task force to address the issue of excessive turnaround time at destination hospitals. This task force will include, at the least, CCEMS representatives, the Franchisee, EMS Council, and other County EMS agencies and affected hospital representatives. The County will utilize all resources, and programs, at its disposal as well as partner with emergency department staff on new test programs to reduce excessive turnaround times.

23. Wilderness Medical Program. Franchisee is required to provide services for responses to known injuries and illnesses in an alpine or wilderness environment as outlined in Appendix L through April 30, 2026, at which time it sunsets.

24. River Safety Program. Franchisee will provide River Safety program to provide surface water rescue as described in Appendix M through September 6, 2025, at which time the program sunsets.

B. Service Areas. The Franchisee is responsible for providing ambulance service to the entire Clackamas ASA for requests initiated through the 9-1-1 system as well as requests received directly by the ambulance Franchisee for calls meeting County triage protocol criteria for emergency ambulance service at locations in the County ASA. No other entities will be allowed

to provide emergency ambulance service within the ASA other than in situations of mutual aid or sub-franchisee agreement to other CCEMS approved providers unless otherwise approved by Franchisee or in accordance with the terms of this Agreement. All such sub-franchisee arrangements require approval of County. This Franchise Agreement does not impact the delivery of non-emergency ambulance service in the ASA.

C. Mutual Aid. Franchisee shall endeavor to respond in a mutual aid capacity to service areas outside of the County if directed by the EMS Coordinator or in accordance with Franchisee mutual aid agreements. Conversely, there are areas on the periphery of the County where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of improving response times, the County may approve the use of these closer ambulances contingent upon the execution of a satisfactory mutual aid agreement with the responding agencies. Franchisee shall endeavor to obtain effective agreements for mutual aid or additional ambulance resources and provide copies of such agreements to the County. Mutual aid agreements must include provisions for moving resources into an ASA for disaster and mass casualty incidents. When no ambulance is immediately available in an ASA, the Franchisee shall request mutual aid assistance and assist the appropriate PSAP to identify and dispatch the next closest available ambulance. Franchisee is required to use their best efforts to provide a response to requests for mutual aid from neighboring jurisdictions.

D. System Deployment, Dispatch, and Status Management Plan.

1. **System Status Management Plan.** System Status Management (SSM) Plan modifications including, but not limited to, any changes in post locations, levels at which various posts are staffed, and around-the-clock coverage levels may be made at the Franchisee's sole discretion. The SSM plan will maintain a continuous focus on response time compliance, minimizing crew fatigue and avoiding excessively high Unit Hour Utilization that exacerbates vehicle accidents and staff fatigue. Franchisee is required to provide a System Management Plan that is designed to meet the operational and clinical performance standards identified in this Franchise Agreement. Franchisee agrees to continuously update the Deployment Model to improve compliance with all operational and clinical performance standards identified in this Franchise Agreement. As referenced above in (Section III. Scope and Parameters, A. Services to be Provided, #9 Medical First Responders - Integration and Support.) Franchisee will also provide the latest in Automated Vehicle Location (AVL) technology using information from dispatch—such as vehicles, their positions and their status—to display on a digital map that is continuously updated in real time.

2. **Dispatch.** The Franchisee shall furnish and manage ambulance dispatch and communication services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

    a) **Location of Franchisee's Dispatch Center.** The Franchisee's dispatch center is currently located at 1 SE Second Ave., Portland, Oregon.

    b) **Interoperability.** Franchisee's communications systems, including radios and other future communications system components, will fully interface with the radio and telephone systems within the County. In the event of future system

enhancements, Franchisee agrees to maintain at Franchisee's expense, full interface with such future system as the County, at County's sole discretion, may institute.

c) **CAD to CAD Interface.** Franchisee will maintain a two-way CAD-to-CAD interface between Franchisee, Clackamas County Communications (CCOM), Washington County Consolidated Communications Agency (WCCCA) and Lake Oswego Communications Center (LOCOM) utilizing the Portland Dispatch Center Consortium (PDCC) CAD-to-CAD Hub. This will include the full implementation of the CAD-to-CAD product PDCC manages. Regardless of whether the PSAPs decide to consume the data from the CAD-to-CAD Hub, Franchisee will publish the following to the CAD-to-CAD Hub for all Clackamas County units and all units in counties which can provide mutual aid: continuous AVL, unobscured unit status and call association. Franchisee will publish to the CAD-to-CAD Hub, all calls entered into their CAD's "Emergency Call Taking" screen within Clackamas County. Franchisee may decide to obscure calls entered in the "Scheduled Call Taking" screen of their CAD.

d) **Communications Center Accreditation.** Franchisee will maintain Franchisee's communication center as an Accredited Center of Excellence through the National Academy of Emergency Medical Dispatch.

e) **MPDS (Medical Priority Dispatch System).** Franchisee shall use the Medical Priority Dispatch System protocols authorized by the County. Franchisee understands that changes to dispatch protocols may occasionally be necessary and that the Franchisee, County and the Medical Director may discuss such changes. Any MPDS changes shall take into consideration EMS system financial sustainability, rates, and other relevant considerations.

f) **Dispatch Center Personnel.** Franchisee's dispatch office will be staffed only by persons holding certification issued by the National Academies of Emergency Dispatch or other similar organization as approved by the County, in its sole discretion. Franchisee will staff the dispatch center with sufficient personnel to ensure that emergency lines are answered on the first ring.

g) **Mobile Data Terminals**. Franchisee agrees to provide mobile data terminals (known as MDT or MDC) in all ambulances providing service under this Agreement.

h) **Emergency Medical Dispatch Quality Assurance.** Franchisee will actively participate with CCOM's Quality Improvement Program for Emergency Medical Dispatch. Participation will consist of assigning a Franchisee representative to attend meetings and provide data as requested for the purpose of continuing quality improvement. Franchisee will also participate in quality improvement programs at LOCOM and CCOM as requested.

i) Ability to Manage Ambulance Deployment. To achieve optimal deployment of ambulances, Franchisee agrees to provide adequate technology that will

monitor efficiency and compliance within the County ambulance system, both overall and within each Zone and Region, which allows for immediate adjustments in ambulance deployment.

j) CAD GIS Updates. Franchisee will update its CAD GIS data at least once per year to the most current data available for Clackamas and Washington counties. Metro Area Joint CAD System (MAJCS) will make its own GIS data available to the franchisee up to four times per year at the Franchisee's request.

E. Performance-Based Agreement. This is a performance-based Franchise Agreement. Therefore, the Franchise Agreement's requirements place a significant emphasis upon performance measures, reporting, compliance, and verification. Remedies for non-compliance, including termination of the Franchise Agreement, may be imposed by County in accordance with the terms of this Franchise Agreement. Franchisee will provide emergency ambulance services to the ASA in accordance with County's then-current ASP and the terms and conditions of this Agreement.

F. Duration of Agreement. This Agreement is effective upon full execution by both parties and will remain in effect until June 30, 2035, unless otherwise terminated or extended. Thereafter, the parties shall have the option of renewing this Agreement in five-year increments through an amendment signed by both parties. This Agreement may only be amended upon written agreement signed by both parties.

G. Franchisee Consideration. The County will not be providing any funding or subsidy for services provided by the Franchisee through this Franchise Agreement**.** The sole consideration to the Franchisee for services rendered under this Agreement are:

1. The award of exclusive emergency ambulance service market rights in the Clackamas ASA.

2. The ability to collect revenues from fee-for-service or other payment arrangements in accordance with rates requested and approved by the County.

H. Ambulance Rates and Adjustment Schedule. The approved ALS rates upon Agreement execution are $2,245.48, and the patient loaded mileage is $47.03. The Parties agreed upon the following initial rate schedule for ambulance services provided under this Agreement. The rates will be subject to periodic adjustments as outlined below. The Parties agree to adhere to these provisions to ensure that the ambulance service remains accessible and sustainable for all stakeholders involved.

Date	Annual Rate	Mileage-Per Loaded Patient Mile	Treat-No Transport
Upon Execution	$ 2,245.48	$ 47.03	Applicable Base Rate
11/1/2025	$ 3,480.49	$ 72.90	Applicable Base Rate

1. Future Rate Adjustments. Any rate adjustments after November 1, 2025, will follow the guidelines set forth in this section of this Agreement.

2. **Renegotiation Clause.** In recognition of the need to balance fair compensation for services rendered and the financial impact on patients and the service provider, the Parties agree to the following terms regarding the review of net profits and renegotiation of patient rates:

    a) **Rate Review:** If the net profit margins from the ambulance services provided under this Agreement exceed a certain threshold, the Parties agree to a mutually agreed-upon percentage reduction to ensure affordability for patient. sustainability, and fairness to all parties involved. This threshold will be determined annually by the County based on the financial performance of the ambulance service, prospective changes, and other relevant circumstances.

    b) **Renegotiation of Patient Rates:** Should net profits significantly exceed the agreed-upon thresholds, the Parties will enter into good faith negotiations to adjust the patient rates prospectively in order to ensure that the net profits do not unduly burden patients or the service provider. These adjustments may include reducing patient rates or revising the overall pricing structure to reflect fair compensation while maintaining financial sustainability.

    c) **Annual Review:** The Parties will conduct an annual review of the net profit margins and patient rates to ensure that the pricing structure remains fair and aligned with the needs of the patients and the service provider. If any imbalances or issues are identified, the Parties agree to renegotiate the terms as necessary in good faith.

    d) **No Influence On Referrals:** It is not the intent of either party to the Agreement that any remuneration, benefit, or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in the Agreement. Any payments specified in the Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

3. **Routine Annual Rate Adjustment.** Franchisee acknowledges that the County has the authority to determine patient rates and mileage for services provided under this Agreement and has exercised that authority by establishing the rates shown above. The rates shall remain in full force and effect throughout the term of this Agreement unless modified or adjusted pursuant to the provisions of this Agreement.

    a) Starting January 1, 2026, Franchisee may apply to increase its rates semi-annually by no more than 15% based on CPI and current market conditions to ensure fiscal sustainability. County agrees to not unreasonably withhold, condition, or delay the routine rate adjustment requests and provide a written response within 30 days.

    b) Beginning July 1, 2027, Franchisee may apply to increase its rates annually and adjust no more than 15% based on CPI and current market conditions.

County agrees to not unreasonably withhold, condition, or delay the routine rate adjustment requests and provide a written response within 30 days.

c) The routine adjustment will be determined by the average of the percentage changes of the following consumer price indexes (CPI) and other market cost factors using the process and methodology below:

The US Medical Care Services index

The West Urban - All Items index

Modified to adjust for Franchisee's ability to collect increased rates from fixed government payors

The consumer price indexes to be used are those compiled and reported by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month period, not seasonally adjusted. The Department will initiate implementation of the rate changes by notifying the Franchisee. Notice shall be mailed on or before the end of each Agreement year.

EXAMPLE: WEIGHTED CPI CALCULATION	
2.9%	US Medical Care Services
2.4%	Western Region CPI-U
5.2%	SUM
2.6%	AVE

EXAMPLE: CPI ADJUSTED FOR GOVERNMENT PAYORS

	Franchisee Payor Mix	Allowed Inflator	Source	Percent of CPI (Allowed Inflator ÷ Weighted CPI Increase)	Weighted Net Collections
Medicare	54.3%	0.8%	CMS AIF	30.8%	16.7%
Medicaid	12.3%	0.0%		0.0%	0.0%
Insurance & Self Pay	33.4%	2.6%	Weighted CPI Increase	100.0%	33.4%
Potential collection of user fee increase (sum of Weighted Net Collections):					50.1%

Weighted CPI Increase	2.6%
Adjusted Allowable Annual Rate Increase (Weighted CPI Increase ÷ Sum of Weighted Net Collections):	5.2%

The routine annual rate adjustment will be applied to the approved rates and mileage, and rates will be adjusted accordingly. After the annual rate adjustments of the rates using the CPI as set forth above, the County may, in its sole discretion, approve new baseline rates as set forth below or may continue to apply the CPI adjustment. County may determine in its sole discretion each year thereafter whether to approve new baseline rates; provided however that if a new baseline rate is approved by County, the CPI annual adjustment will be applied in each of the following four years. If County requires Franchisee to justify new baseline rates, and County does not approve the proposed new baseline rates, County may determine whether or not to allow a rate adjustment on any other basis.

4. **Rate Adjustments Due to Substantial Changes.** In addition to the routine rate adjustment described above, the County may require or allow changes that reduce or increase rates if there have been any of the following circumstances , since the last rate adjustment 1) substantial changes in required operational performance, 2) substantial changes in Medicare or Medicaid reimbursement rates, or 3) substantial changes in market conditions, or 4) any other substantial change that warrants a change in rates. "Substantial change in market conditions" may include circumstances where the change in the consumer price index as adjusted for collection rates from government payors exceeds the cap on annual rate adjustments for two or more years. Decisions to require or allow adjustments due to substantial changes will be not unreasonably withheld, conditioned, or delayed by the County.

5. **On-Scene Collections.** Franchisee's personnel shall not accept payment for services rendered under this Agreement either at the scene of the call, enroute, or upon delivery of the patient.

6. **Treat No-Transport Fee.** Franchisee may charge a treat-no transport fee as set forth in the rates section of this Agreement.

7. **Billing Procedures.** It is the Franchisee's responsibility to accurately prepare all appropriate billing information to submit billings to third party payers and bill patients for services rendered in accordance with applicable laws and industry leading practices.

I. **Franchise Fee.** During the initial year of this Agreement, the Franchisee shall make three payments totaling $1,186,770, as outlined in the schedule below to the County. These payments are intended to cover the costs associated with supervising, administering, third-party PSAP fees, and providing medical direction to the ambulance service area. Starting on January 1, 2026, the Franchise fee will increase annually by CPI up to a max of 5%. In subsequent years,

the fees are due and payable on each July 1, October 1, January 1, and April 1. If this Agreement commences after any of these dates, the applicable fee shall be paid on a pro-rata basis. Anticipated CPI has been factored into the January 1, 2026, Franchise Fee payment amount but that number may change depending on actual CPI. County represents that this reimbursement shall be less than or equal to the County's actual costs to provide its services including supervising, administering, third-party PSAP fees, and medical director for this Agreement. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

Date	Franchise Fee
Upon Execution	$ 389,105.00
10/1/2025	$ 389,105.00
1/1/2026	$ 408,560.00
Totals	$ 1,186,770.00

J. Billing and Collections Practices. The sole source of compensation to the Franchisee under this Agreement are revenues from service billings. Franchisee shall have established billing and collections processes. Franchisee shall fully describe the billing and collections process in writing to be utilized for services rendered under this Agreement. Franchisee will make copies of the billing and collections processes available to the County upon request. Franchisee will provide contact information on all invoices that a customer may use to make inquiries about the services billed on the invoice. The Franchisee shall be responsible for all billings and collections for ambulance service rendered under the terms of this Agreement. Franchisee may use commercially reasonable means, including the services of a collection agency, to collect amounts due.

K. Franchisee Oversight.

1. **Medical Direction.** Franchisee agrees to adhere to rules for operation, patient treatment protocols, telephone protocols, dispatch protocols and other protocols, policies and/or procedures both currently in force and subsequently promulgated by the County. Franchisee agrees to train and certify personnel, and implement medical innovations required by the County. Franchisee agrees to respond in a timely manner to requests for reports and other inquiries made by the County. Franchisee will reserve a commercially reasonable annual amount not to exceed $80,000 ("Upgrade Reserve") for non-mandatory clinical upgrades to utilize for its clinical upgrades that directly provide benefit to Franchisee's clinical programs. The County may establish a County EMS Medical Authority comprised of the EMSMD and the Medical Directors of Participating Providers, approved and contracted by the County, to provide medical direction to EMS agencies.

2. **Right to Audit Records, Facilities, Vehicles and Processes.** The EMS Coordinator, the EMSMD and the County designees, shall have the right to inspect, audit, and copy all records related to delivery of services under this Franchise Agreement, including, but not be limited to, inspection of records from the State, training and certification

records of Franchisee staff, patient care records, dispatch records, financial documents, and any other applicable records with advance notice of at least five (5) business days. Such records shall be made available electronically and/or for inspection, audit and copy at a location within Clackamas County, Oregon. The EMS Coordinator, the EMSMD, the County, and designees, shall have the right to inspect, audit, and observe processes in any facilities, or ride along (in accordance with HIPAA and Franchisee's policies) on ambulances used by the Franchisee in fulfillment of this Franchise Agreement upon reasonable prior notice to Franchisee.

a) Audit.

i. Financial Statements. Within one hundred twenty (120) days after the close of the fiscal Agreement year, Franchisee agrees to provide to the County with reviewed financial reports, signed by an authorized representative, which are specific to its Clackamas County operations. These statements will be provided without charge to the County and shall include a breakdown by service type, including all emergency, annual subscription program, public education activities and any other operations. Franchisee also will provide an annual audited financial statement for consolidated operations of the parent company that includes all operations of the parent nationwide. The County may request additional ad hoc financial reports specific to Franchisee operations in Clackamas County. Franchisee agrees to provide these without charge to the County within 14 calendar days; provided that such time period is practicable.

b) **Franchisee Data Collection and Records**. Franchisee will complete the following records and provide them to the County where indicated:

i. For each request for ambulance service, regardless of geographic origin and including mutual aid given or received, emergency, Franchisee's dispatch personnel shall complete a record in the CAD using approved coding conventions and time-stamping rules;

ii. For each patient, whether transported or not, Franchisee shall complete a patient report form approved by the County;

iii. Franchisee shall, if requested, furnish to the County periodic reports showing frequency and type of medical incidents and procedures rendered;

iv. All of the above information will be provided promptly to the County to the extent authorized by law.

c) **Vehicles, equipment and facilities.** In accordance with applicable laws and Franchisee's policies, in the interest of public safety and health and to review quality, the Medical Director or their designee, and/or the County or their designee shall have the right to inspect Franchisee's vehicles, equipment and

facilities during regular business hours to ensure that they are properly stocked, equipped and maintained.

d) Franchise Agreement Performance Review and Consequences of Substandard Performance. The County will conduct annual performance reviews to evaluate whether Franchisee's performance is satisfying the requirements of the Agreement. The Franchisee must consistently meet or exceed the performance standards set forth in this Agreement. If Franchisee is not meeting the requirements of the Agreement, the County may address the issue as defined below.

i. Performance Reviews. The Franchisee's performance will be measured using the County's then current performance review process with the intent of evaluating the Franchisee's compliance with the Agreement. Additionally, the process will be used to assess liquidated damages for substandard performance or incentive credits for performance that exceeds minimum standards, and to identify issues that may arise throughout the course of the Agreement. Performance standards, liquidated damages, and incentive credits are outlined in Appendices C-G. The performance review process shall follow an established schedule which can be expedited upon request by either party:

(a) Monthly review – an internal process performed by the EMS Coordinator that monitors Franchisee's daily and monthly performance as it relates to Agreement compliance.

(b) Annual review – an internal process performed by the CCEMS or Department's Public Health Division Director that audits the monthly review and examines Franchisee's quarterly, and annual performance as it relates to Agreement compliance.

(c) 18-Month review – a public-facing process performed by the External Review Panel that audits the annual review report and examines Franchisee's quarterly performance as it relates to Agreement compliance.

(d) 2-year review – a public-facing process performed by the Independent Review Panel that audits the 18-month review report and examines yearly performance as it relates to Agreement compliance.

ii. Internal/External Review Panel. Two separate review panels will provide recommendations to the EMS Council and the County related to Franchisee's performance under the terms of this Agreement. The panels will assess overall performance with consideration of the clinical quality of care provided, the financial health of the organization, and compliance with strategic plan initiatives.

iii. The External Review Panel, a subcommittee of the EMS Council, shall consist of individuals selected by the Council who are subject matter experts and are independent of the parties to the Agreement. The County shall ensure that any recommended individuals for the External Review Panel shall be free of any real or perceived conflicts of interest. Any member who identifies a conflict of interest, or a circumstance that could compromise their impartiality, shall recuse themselves from the panel's deliberations. The Franchisee may object to any recommended individuals of the Review Panels that may have real or perceived conflicts of interest.

iv. The Independent Review Panel shall consist of unaffiliated and objective individuals selected for their expertise in specific professional disciplines required in the development and oversight of the emergency ambulance service, including at least the following representatives:

(a) Legal

(b) Accounting

(c) Business

(d) Medicine

(e) Patient Advocacy

(f) Hospital and /or healthcare

(g) Local government (elected official)

L. Consequences of Failing to Meet Performance Standards. The Franchisee shall be held to the performance standards set forth in this Agreement, including, but not limited to, Response Time Requirements and Clinical Performance Requirements. These standards are critical to ensuring the consistent delivery of high-quality emergency medical services to the community. The County shall conduct an annual review of the Franchisee's performance to determine whether Franchisee is in compliance with the requirements of the Agreement. Failure by the Franchisee to meet the required performance standards may result in corrective measures, liquidated damages, or other remedies listed below:

1. A failure to meet the Response Time Requirements may result in one or more of the following consequences:

a) County may require Franchisee to implement a corrective action plan to address the failures; and/or

b) County may impose any liquidated damages, fees, or other costs permitted under this Agreement. In the event Franchisee, after performing under a corrective action plan, continues to fail to meet the Response Time

Requirements, County may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement including, but not limited to, holding Franchisee in breach of this Agreement, terminating the Agreement, exercising "step in rights," or refusing to permit a continuation of the Agreement after expiration of its then-current term.

2. An error or failure in one portion of Franchisee's operation does not excuse performance in other areas of operation.

V. FRANCHISEE TECHNICAL REQUIREMENTS

A. Internal Risk Management/Loss Control Program. To avoid injuries to patients, Franchisee's personnel, first responders and other caregivers, the Franchisee shall develop and implement an aggressive loss control program. Such program shall include, at a minimum, pre-screening of potential employees (including, but limited to, drug testing, criminal history, and driving record review), initial and on-going driver training, monitoring of driving performance, safety restraints for patients and caregivers, training in the prevention of infectious/communicable disease, use of proper lifting techniques, and hazard reduction training, as well as involving employees in planning and executing the loss control program.

B. Staffing Levels. All of Franchisee's personnel who render patient care in any capacity as the Franchisee's representative pursuant to this Agreement must hold State certification or license as further identified below. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses and permits as required by the County. All Ambulances used to provide emergency service in the County must be staffed with Emergency Medical Services Providers licensed by the State of Oregon. Emergency Medical Services Providers are required to have a Medical Director who meets the requirements of OHA. The Franchisee will be required to staff its ambulances as indicated below.

1. Advanced Life Support (ALS) Ambulances. The Franchisee shall provide ALS ambulances with two staff members. One of those staff members must be licensed in the State of Oregon (State)at the level of Paramedic and must be capable of providing the full range of care according to the medical treatment protocols. The other staff member must be State licensed at the level of Paramedic, Emergency Medical Technician (EMT), EMT Intermediate or EMT Advanced as those terms are defined in the State's Health and Safety Code and the State Code of Regulations.

2. BLS Ambulances. The Franchisee shall provide BLS ambulances with a minimum of two staff members who must both be licensed in the State of Oregon as, at least, an EMT, as that term is defined in the State's Health and Safety Code and the State Code of Regulations. Basic Life Support Ambulances shall be staffed at a minimum with two Emergency Medical Service Providers. The minimum level of staffing is two (2) licensed Emergency Medical Technicians.

3. Emergency Medical Service Providers. Emergency Medical Service Providers deployed by Participating Providers as part of a plan to modify ambulance response time requirements shall meet, at a minimum, the licensing and authorization standards established for Ambulance Service Providers by the County EMSMD.

4. **NIMS and ICS.** Franchisee's personnel will be trained in the National Incident Management System (NIMS) Incident Command System (ICS) to the required level. Franchisee's personnel will comply with the NIMS ICS, provided however that decisions regarding medical treatment will be determined according to the medical treatment protocols and standards.

C. **Employment Environment.** Franchisee will:

1. Commit to recruit a representative workforce.

2. Provide field training and evaluation program training to appropriate staff with needed additions based on CCEMS and EMSMD input.

3. Provide employee scholarship programs.

4. Create a licensure/credentialling management process.

5. Provide all required recertification courses at no cost to employees.

6. Provide new skill development technologies.

7. Provide individual employee performance feedback.

8. Franchisee shall continue to employ full-time employees with benefits, to include compensation, medical and dental coverage, retirement plan, life insurance, accidental death and dismemberment insurance, paid time off, leaves of absence, employee assistance program, critical incident stress management, uniforms, training, and health and safety programs. The County recognizes that the make-up of compensation and benefits levels are based on collective bargaining agreements and may change periodically.

D. **Data Collection and Ownership.** In accordance with applicable laws, the Franchisee is required to collect and share data on behalf of County and may use that data to comply with the terms of this Franchise Agreement. County and Franchisee shall each have equal rights to the data collected in conjunction with delivering services in fulfillment of this Franchise Agreement. County and Franchisee have the right to use data collected in conjunction with the fulfilment of this Franchise Agreement as they see fit but must be in compliance with applicable laws. All patient care records belong to Franchisee.

E. **Quality Control.** Franchisee will adhere to the Quality Improvement Plan set forth in the Appendix N, Ambulance Service Plan Section (10.01.050.L).

F. **Quality Improvement.** Quality improvement processes or Quality control inspections shall not relieve Franchisee of the responsibility and duty to maintain the equipment, facilities, staffing and operations strictly in accordance with this Agreement and in accordance with the highest standards in the ambulance industry.

1. System Quality Improvement. Franchisee shall implement a comprehensive quality improvement program which meets the County's specifications and that includes, at a

minimum, medical dispatch personnel, ambulance personnel and fire agency personnel. The quality improvement program shall serve to improve outcome-oriented patient care and facilitate continuing education. Franchisee shall actively participate in the County's EMS Council Quality Improvement Subcommittee.

2. Medical Review. Franchisee's personnel have the responsibility to interact with the Medical Director on issues related to patient care. Franchisee shall ensure that employees attend medical reviews when required to do so by the Medical Director.

3. The County, including its EMS Coordinator and/or EMSMD may require periodic meetings with the Franchisee to review the Franchisee's clinical performance.

4. On specific matters concerning clinical performance/patient care issues, EMS Coordinator in consultation with the EMSMD, shall have the authority and duty to consider and resolve disputes or grievances that may arise during the term of the Agreement.

5. The Franchisee shall ensure that a designated representative is present at all Franchise Agreement review meetings, unless expressly excused or excluded in advance. Failure to attend an individual meeting may be deemed a minor breach of the Franchise Agreement. The representative must have the necessary authority to address and resolve issues, disputes, and other matters that may be raised by the EMS Coordinator or EMS Medical Director (EMSMD). The Franchisee also retains the right to bring forward any matters related to its operations or the subject matter of the Franchise Agreement to the EMS Coordinator or EMSMD.

G. Participation in Research and Quality Improvement Projects. The Franchisee may participate in research projects and quality improvement projects as requested by CCEMS, including double blind trials. Any research projects shall be approved by the Parties in a written agreement and shall consider any operational, clinical or financial impacts to the EMS system or Franchisee.

H. Quality Improvement Staffing. The Franchisee will be required to assign at least one full-time quality improvement / data coordinator to work directly with CCEMS and the EMSMD to help coordinate and support quality improvement and research activities, data analysis, and report generation related to Franchise Agreement compliance, quality improvement activities, and research projects. This individual must have appropriate training, knowledge, and skills in use of quality management methods and tools. Evidence of such training, knowledge, and skills may include, but is not limited, to Six Sigma Green Belt certification from the American Society for Quality or credentialling as a Certified Professional in Healthcare Quality from the National Association for Healthcare Quality.

I. Clinical Performance Requirements. The Franchisee shall comply with the requirements of CCEMS's Clinical Performance and Data Standards outlined in the ASP and in Appendices C-F. The EMSMD and EMS Coordinator, working in collaboration, will have the authority to update and expand the clinical process and data standards informed by current science, applicable industry standards, best practices, and professional / scientific association recommendations. Such changes shall be limited to semi-annual intervals. Both parties agree to shorten interval in the event of an emergent situation. Should the Franchisee take exception

to a change in these clinical process compliance requirements for financial or other reasons, it may be appealed to the Director of the Clackamas County Public Health Department, whose decision shall be final. Franchisee will utilize the most current version of add-ons to the then-current and approved on-line compliance tool (currently FirstWatch), including OCU, and IDV modules, to enhance transparency, compliance oversight and clinical quality improvement. This includes FirstWatch® and First Pass® implementation Franchisee-funded enhancements. The Clinical Performance and Data Standards will initially focus on STEMI cases. Additional performance and data standards may include but are not limited to; STEMI, Stroke, Cardiac Arrest, and Advanced Airway management as detailed in Appendices C-F. Franchisee and CCEMS may need time to establish processes and procedures to support the clinical performance, data, and reporting requirements. Therefore, a ramp-up period of 9 months will be granted at the start of the Franchise Agreement. During that time, the Franchisee will not be penalized for non-compliance to clinical performance, clinical data, or clinical reporting requirements, but will be expected to make progress during that ramp-up time in performance, data submission, and reporting. Mandatory compliance with clinical performance, data, and reporting requirements with application of related penalties and incentives begins 9 months after the start date of the Franchise Agreement. Franchisee shall participate as requested by the EMSMD or EMS Coordinator in specific on-going clinical or operational process improvement programs or ad hoc project team initiatives. Franchisee shall provide Franchisee staff as needed for system-level process improvement teams, collecting data and/or providing data reports as requested. Any process improvement projects shall be approved by the parties in a written agreement and shall consider any operational, clinical or financial impacts to the EMS System or Franchisee.

1. **Process Improvement Programs.** For clarity and to avoid doubt, Franchisee's incentive credits shall be based solely on the actions or inactions of Franchisee Franchisee's subcontractors. The performance incentive credit amounts may be used to offset liquidated damages on operational requirements. Incentive credits may be banked for one (1) calendar year. Incentive credit amounts in excess of penalties do not result in additional financial compensation to the Franchisee. If Franchisee exceeds Clinical Performance Standards (CPS) or Response Time Requirements, Franchisee will be issued incentive credits, as described in Appendices C-G. Incentive credits may be used to offset liquidated damages incurred for non-compliance with Response Time Requirements or any other liquidated damages under the Agreement within one year from date of issuance of the incentive credit and cannot be reimbursed after the termination of the Agreement.

J. Clinical Performance Exception Requests. Franchisee shall maintain mechanisms to ensure the Clinical Performance Standards set forth in this Agreement are met or exceeded. However, it is understood that on occasion there will be factors beyond Franchisee's reasonable control that may affect achievement of a specific Clinical Performance Standards. Franchisee shall provide County with detailed documentation for each requested exception and the reasons why Franchisee could not meet the Clinical Performance Standards. Exception requests shall be submitted to the County EMS Coordinator within 15 days after the end of the month. County shall respond to Franchisee's request for exceptions within fifteen (15) days of receipt of the request from Franchisee or such longer period as agreed by the parties; such approval of exceptions shall not be unreasonably conditioned, delayed or withheld. County will inform the Franchisee in writing of the incidents, fees and credits incurred on a monthly basis. Franchisee shall be entitled to appeal any incidents and fees to County within ten (10) calendar days of

receipt. Unless County reverses the fees, Franchisee shall pay all fees within forty five (45) calendar days of receipt of the quarterly invoice from County. The EMS Coordinator will review the request together with that month's performance reports and issue a determination. In some cases, the EMSMD will be consulted to make the final determination. Should Franchisee dispute the EMS Coordinator or EMSMD's determination, Franchisee may submit a written appeal to the Director of Department's Public Health Division for a definitive ruling within 5 days of receiving the clinical non-compliance calculations summary. The Director's ruling will be final and binding.

K. Response Time.

1. **General.** Response Times Zones are delineated in Appendix A and are monitored by the County. Response time areas are divided along the centerline of a road, the longer response time shall apply to both sides of the road and to all property having immediate access from that road. Franchisee must achieve 90% response time compliance with the County's response time standards in each Zone every month as set forth in Appendix G. The County may modify the response time requirements detailed below in the Response Interval Performance Reporting and Auditing section to promote efficient and appropriate responses to 9-1-1 emergency calls, including modifications adopted in agreements to integrate first responder services delivered by Participating Providers. The County may not change the response time requirements without the prior written approval of the Franchisee and an amendment to this Agreement. The Department's Director of Public Health and County EMSMD will provide recommendations to the Board after reviewing proposed modifications to the requirements with consideration of the following:

    a) The level of acuity of each call, using modern emergency medical dispatch and priority dispatch capabilities.

    b) Clinical evidence that any particular standard is more efficacious.

    c) The efficient use of system resources.

    d) Alternative delivery systems including but not limited to approved advanced life support first response.

    e) The projected economic impact of any proposed change.

    f) Requests from local governmental jurisdictions.

2. **Time Intervals.** The official County "clock" will be the time displayed by the CAD system in use at CCOM. Franchisee must synchronize its CAD clock with the National Institute for Standards in Technology (NIST-F1) clock (the official "atomic clock" time in the U.S.), and ping the NIST-F1 radio at the same time of day as does the Washington County Consolidated Communications Agency (WCCCA), to which C-Com syncs its CAD clock. Franchisee will be responsible for providing all hardware, software and communications services to accomplish this requirement at its own expense. Response times are measured separately for Code 1 and Code 3 calls for determining credits and liquidated damages, unless excused as provided below. For

example, to be in compliance for Code 3 ALS and BLS responses in urban Zones, Franchisee must place an ambulance on the scene of each Code 3 call within ten minutes and zero seconds (10:00). For the purposes of this Agreement, response times for Code 1 and 3 responses will be measured from the time the call is received on the Franchisee communications center Computer Aided Dispatch (CAD) terminal with all necessary information to respond, e.g. address, presumptive condition, etc., until Franchisee's, or another authorized paramedic-staffed ground ambulance, arrives at the incident location and stops the response time clock. For Code 1 and 3 responses, the response time will stop with the arrival of the first transport-capable ALS or BLS ambulance. For all types of requests for ambulance service, the response time clock shall be stopped and arrival on-scene is established by transmission from Franchisee's ambulance or authorized mutual aid ambulance of the "unit arrived on scene" status signal to CAD, radio signal or such other reliable means of confirmation including, GPS/AVL. Such transmission shall not be made until the ambulance actually arrives at the specific address, staging area, or location dispatched. In instances when the ambulance fails to report "on scene," or fails to be electronically captured by AVL, the time of the next communication with the ambulance will be used as the "on scene" time. However, Franchisee may appeal such instances when it can document the actual arrival time through other means and such appeal shall not be unreasonably withheld, conditioned or denied.

3. **Response Time Requirements, Liquidated Damages, and Credits.** The Franchisee shall comply with the Response Time Requirements, Liquidated Damages, and Credit requirements as outlined in Appendix G.

4. **Upgrades, Downgrades and Reassignments.**

   a) **Upgrades.** If an assignment is upgraded, prior to the arrival on scene of the first ambulance (e.g., Code 1 to Code 3), Franchisee's compliance with Agreement standards and any potential liquidated damages will be calculated based on the upgraded response time and the clock will restart at the time of assignment to the upgraded response time.

   b) **Reassignment En Route.** If an ambulance is reassigned en route prior to arrival on scene (e.g. to respond to a higher priority request), the Franchisee's compliance and any potential liquidated damages will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

   c) **Cancelled En Route.** If an ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be ″late″ for the purpose of Agreement compliance and calculation of potential liquidated damages. If the elapsed response time at the moment of cancellation is within the response time requirement for the assigned priority of the call, the unit will

be determined ″on time″ for the purpose of Agreement compliance and calculation of potential liquidated damages.

5. **Response Times Outside of County Ambulance Service Area.** Franchisee will not be held accountable, under this Agreement, for emergency response time compliance for any response dispatched to a location outside of the assigned Ambulance Service Area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

6. **Each Incident a Single Response.** Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the 1st ambulance dispatched and the on scene time of the first arriving Franchisee's or authorized mutual aid ground ambulance will be used to compute the response time for the incident. Ambulances from other entities that are subcontracted under County approved agreements shall be considered Franchisee's ground ambulances.

7. **Clinical Performance and Response Time Reporting.** Franchisee will utilize the County's then-current online compliance utility to monitor and report system response intervals and clinical performance of first responders and ambulances. County's current online utility is FirstWatch. Franchisee shall use FirstWatch, or the then current system to record sufficient data to allow Clackamas County analysts to write queries for information pertaining to all aspects of EMS ambulance requests for service in Clackamas County. The FirstWatch, or then current system will store data that relates to response numbers, time stamps, ambulance status, patient transports, ambulance crew information, vehicles and any call edits performed. The County may require the Franchisee to submit a written report, at intervals and in a format approved by the County, for calls in every presumptively defined category not meeting the specified response time criteria, documenting the cause of the late response and the Franchisee's efforts to eliminate recurrence.

8. **Response Interval Performance Reporting and Auditing.**

   a) **Response Data File Submission.** Franchisee shall provide to the EMS Coordinator a monthly report on its response time performance in a format specified by the most current version of the CCEMS Response Time Data File Standard (Appendix C) and may be updated by the EMS Coordinator. The report will document data fields for each call received for emergency response from the PSAP as well as for calls received by 7-digit, 10-digit, or other means for emergency response. FirstWatch® (or such other system as agreed) is the system of record. County has access to FirstWatch® to run reports at any time.

   b) **Response Performance Auditing.** Franchisee must maintain a Computer Aided Dispatch (CAD) system that assures a complete audit trail for all response times and assures the County access to the response time data at any time to ensure compliance and to calculate liquidated damages and credits. The EMS Coordinator may audit the response time data by requesting that the Franchisee re-create a monthly response interval performance report from the source data. The Franchisee will be expected to reproduce the same results as were submitted in any given monthly performance report.

c) Emergency calls received within the County Ambulance Service Area (ASA) during which no ambulance was available for immediate dispatch at the time the call was received constitutes ambulance unavailability. Ambulance Unavailability Report in Appendix H.

L. Response Time Exceptions and Exemption Requests. Requests for an exception to response time standards may be submitted with the Monthly Response Time Report. If no such request is submitted by the deadline set forth in this Agreement, the request will not be considered in compliance calculations.

1. Exception Requests. The Franchisee may request an exception to the response time standards for circumstances beyond its reasonable control, including but not limited to:

a) Reassignment en route to a higher-priority call.

b) Unusually high demand for emergency services.

c) Traffic accidents, mechanical breakdowns, train delays, (heavy rail.)

d) Unexpected traffic delays, or road construction.

e) When one unit is delayed at a local hospital's facility for patient turnover that extends past 30 minutes.

2. Circumstance that are Not Grounds for an ExceptionRequest. The following issues will not be accepted as valid reasons for granting exceptions to the response time requirements:

a) Franchisee operational issues.

b) Equipment failures.

c) Routine rush-hour traffic congestion.

d) Ambulance malfunctions.

e) Dispatch errors (except for incorrect addresses).

f) Staffing shortages.

3. Automatic Exception Scenarios. Automatic exceptions shall be reported to the County and will be automatically accepted without any adjudication by the County EMS Coordinator. Demand scenarios, as follows, shall be basis for automatic exception and shall be reported monthly to the County by the Franchisee:

a) The second response within any twenty-minute period to prior requests for service to any area east of the City of Sandy.

b) In the event of a local or nationally declared disaster or pandemic with implications to the Clackamas County EMS System.

c) Throughout the entirety of conducting standby service for and at the request of any County Participating Agency member.

d) Anytime the Franchisee is providing Mutual Aid Services.

e) When two or more ambulance units are simultaneously responding to two or more separate incidents, with each incident requiring the response of more than one unit.

f) Multiple Unit Response when two or more units are assigned to one incident, the first arriving unit shall be held to the response time standard, County shall grant and exception for subsequent responding units.

g) Response Location Change in the event the PSAP changes the incident location, and the change delays the unit's response time because the unit must reroute, County shall grant an exception.

h) Cancelled Request in the event the PSAP cancels the unit prior to response time standard, call shall be considered a compliant call.

i) In the event of a locally declared Mass Casualty Incident (MCI), County shall grant exemption throughout the elapsed time of the MCI.

j) Declared Disasters or significant events in neighboring counties where resources from the Franchisee are directed to assist.

k) Unusually High Demand. Unusually High Demand is defined as one or more of the following situations that significantly impact the County EMS System and prevent compliance with response time requirements: Overload = (1.5 X (1 Standard Deviation)) + The mean rounded up to the nearest whole call for the entire population of emergency calls for that hour for the past 20 weeks. The hour of the week for which an exception is requested, the Franchisee must demonstrate that at the moment the call was received, the number of emergency calls dispatched and being worked simultaneously exceeded the formula above (based on the number of available units).

l) Two or More Hospitals on Divert: When two or more hospitals are simultaneously on divert, limiting available receiving facilities and affecting EMS resources.

m) Local or National Disaster or Pandemic: In the event of a local or nationally declared disaster or pandemic that significantly impacts or overwhelms the Clackamas EMS System's capacity, response time requirements may be waived.

n) Fire or Police Standby Events: During the duration of any Fire or Police requested standby event, which requires EMS resources to be tied up and unavailable for emergency calls.

4. Exemption Requests. An Exemption from response time standards may be requested when the delay is due to an event occurring over a period of time rather than a single

incident. In such cases, response time requirements during the period will not be applied. Examples of situations eligible for exemption include:

a) **Severe Weather Events.** When severe weather conditions persist for 24 hours or more and significantly affect response times. Severe weather is any dangerous meteorological phenomenon with the potential to cause damage, serious social disruption, or loss of life. This includes conditions like thunderstorms, tornadoes, damaging winds, flash floods, hail, and even winter storms producing freezing rain and heavy snow. Essentially, if a weather event poses a risk to life or property, it can be classified as severe.

b) **Mass Casualty Events.** During the occurrence of multiple mass casualty events in the County that overlap or occur simultaneously.

5. **Approval from EMS Coordinator**. Except for automatic exceptions or exemptions which are automatically granted without adjudication by the EMS Coordinator, any other exceptions, or exemptions are subject to approval by the EMS Coordinator. The Franchisee shall provide documentation to support the request for an exception or exemption, including detailed explanations of the circumstances, the reasons why the exception is warranted, and any backup resources deployed to mitigate the situation. The County EMS Coordinator shall apply a reasonable person standard in reviewing requests for exception or exemption and shall not unreasonably withhold, condition or delay the approval of any request for an exception or exemption.

M. Equipment and Supply Requirements.

1. **Ambulance Equipment**. At the start of operations, Franchisee will have the following on board:

a) Electronic Patient Care Record ("ePCR") system of ESO platform (or other platform as agreed by the Parties). ESO Patient Tracker dashboard to any hospital that requests at no charge.

b) EMS data integration and alerting platforms, such as FirstWatch® and First Pass® (or other platform as agreed by the Parties.) County shall license the FirstWatch® and First Pass® basic technology platforms (or other platform as agreed by the Parties) and incur the fees associated with integration. Franchisee shall reimburse the County for the license of the Online Compliance module, individual provider Scorecards and the Patient Centric View CQI Enhancement module and Interactive Data Visualization tool QI Enhancement.

c) Powered System Stretchers. The Franchisee shall initiate a phased rollout of upgraded stretcher and patient transport systems, subject to financial feasibility. This rollout is expected to include enhanced equipment features, such as expanded patient surfaces and compatible loading systems, as funding allows. Implementation timelines and specifications may be adjusted based on budgetary and operational considerations.

i. Stair-Pro 6252 stair chair.

ii. Standard bariatric stretchers for County transport.

d) Defibrillators/Monitors. Franchisee agrees to use the then-current, County approved, heart monitor (LIFEPAK 15) on all response vehicles or such newer model that may come out and be adopted by the EMSMD and EMS Coordinator. Franchisee shall utilize portable defibrillators / monitors that are approved by the EMS Coordinator and EMSMD and meet data collection and analysis requirements.

e) AED (automatic external defibrillators) on all BLS units.

f) Franchisee agrees to use the then current, County approved, manual CPR devices (LUCAS® LUCAS® 3.1)

g) Video Laryngoscope. Franchisee agrees to use the then current, County approved device as agreed to by all parties and approved by the EMSMD, for video laryngoscopy.

2. Vehicle.

a) Ownership. Franchisee currently purchases its vehicles utilized in the County. If in the future a third-party lease arrangement is desired by Franchisee with its third-party vendors, Franchisee must provide notice to the County and provide a plan whereby the County is a party to the third-party lease so that immediate control of the vehicles and on-board equipment can be exercised by the County, at its discretion, in the event of breach of this Agreement, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations. It is understood between County and Franchisee that any sublease agreements will also be entered into for future rolling stock purchases and other durable medical equipment. These agreements may be modified in the future by mutual written consent of the parties, however, it shall be a requirement of each lease that, in the event that County exercises its "step-in-rights" under this Agreement, or in the event of the termination of this Agreement, both the vehicles and the equipment shall be transferred by Franchisee to, and assumed by, County. Provided, however, in the event that County selects a successor Franchisee, provisions shall be made for County to transfer both the vehicles and equipment to the County selected Franchisee. The desired plan shall be subject to the review and approval of the County's legal counsel. The ownership or lease instrument, when developed and approved, shall be maintained by Franchisee, with copies provided to the County.

b) Mileage and Replacement. Only mechanically sound and serviceable vehicles approved and licensed by the State of Oregon prior to placement into service may be used. Unless approved by the EMS Coordinator, no ambulance shall be used in performance of this Franchise Agreement that has 250,000 miles or more. Franchisee shall use only ASE (National Institute

for Automotive Service Excellence) certified vehicle mechanics for providing mechanical service and maintenance for EMS vehicles.

c) **Markings**. All vehicle markings and color schemes for all units used for emergency response shall be consistent with the goals of promoting vehicle safety and a professional image. Any advertising and marketing for emergency service shall emphasize the "9-1-1" emergency telephone number. The advertising of seven-digit telephone numbers for any type of emergency or non-emergency service is not permitted on vehicles used for emergency ambulance responses. All ambulances will be clearly marked on all four sides with its unit identifier / call sign. All ambulances will be clearly marked with the County Logo and "Emergency Medical Services" in the center, top of the patient compartment on both the driver side and passenger side.

d) **Ambulance Vehicle Location.** Franchisee shall equip its units with AVL technology that enables the real-time location of its units to be tracked on the Franchisee's computer aided dispatch system (CAD). The real-time location data must also be made available to CADs in the LOCOM & CCOM PSAP. The cost for interfacing the AVL data to the PSAP CAD shall be borne by the Franchisee.

e) **Bariatric Capabilities**. Franchisee shall have at least one bariatric ambulance available at the request of an ambulance or non-transport medical first response crew. The bariatric ambulance does not need to be used exclusively for use in Clackamas County but must be stationed in or in reasonable proximity to Clackamas County, subject to approval by the EMS Coordinator. The stretcher in the bariatric ambulance shall be designed for bariatric use by the manufacturer as documented in the product documentation. Responses by the bariatric ambulance will not be subject to the response time performance standards in this Franchise Agreement.

3. **Driving Training and Safety**. Franchisee shall provide driver training that includes at least the following elements:

a) **Emergency Vehicle Operator Course**. An emergency vehicle operator course program helps new employees overcome common challenges and better understand the dynamics of operating an ambulance. Employees must complete this program moving as part of the field training segment of onboarding.

b) **Practical Skills Training**. The skills course provides confidence training simulating maneuvers required for daily emergency vehicle operations. Each station of the practical skills training is designed to provide the student with an opportunity to learn specific skills to operate an emergency vehicle safely and limit risk of self, partner, patient and community.

c) **Commentary Driving**. Commentary driving is performed by an informed field training officer who uses verbal communication to educate, train and reinforce desired driving behaviors. The field training officers act as coaches

and encourage new hires to drive in accordance with our expectations. This includes driving by each fire station and its area and explaining how the unique layout of the County can complicate some responses.

d) **Recurrent Training**. Anyone who drives a Franchisee vehicle, in the course of the job, must successfully complete driver training through online courses and/or classroom refresher at least every two years. Employees may require re-instruction through didactic and/or practical skills training if not able to complete recurrent training. Franchisee shall have a driving performance monitoring and safety improvement program. This requirement may be fulfilled using a commercial program or program developed by the Franchisee. Any changes to the system as proposed by AMR in the RFP are subject to approval by the EMS Coordinator.

4. **EPCR System**. Franchisee shall utilize an ePCR system using EMS data collection software and reporting in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system must be approved by the EMS Coordinator. Data collected by the ePCR shall be available for use by the EMS Coordinator and MCA for quality management, research and Franchise Agreement auditing purposes, in data file formats or reports as specified by the EMS Coordinator or EMSMD. In addition, the EMS Coordinator and EMSMD, and their delegates, shall have direct access to all County EMS patient records.

5. **Emergency Medical Dispatch and Ambulance Deployment**. The Franchisee will be required to secure and continuously maintain an agreement in good standing with WCCCA, LOCOM & CCOM for radio communications, ambulance deployment, and emergency dispatching services. The Franchisee will be required to fully comply with the County's EMS Communications system and plan.

N. **Community Education and Outreach.** Franchisee shall continue to provide a community education program that is responsive to the community's needs. The Parties shall meet and confer annually to discuss Community Education and Outreach. The Parties intend to implement the initial programs and may adjust programs as needed and agreed to by the Parties in the future. The initial programs listed below will have ensured funding and resources:

1. Staff.

a) Community Education Manager 1.0 FTE (shared with neighboring counties).

b) Community Educator 0.5 FTE.

c) Additional flex staff based on size and number of events.

2. **Community Outreach and Training.**

a) **Health Fairs, Clinics, and Community Events**. Provide training each year for AED, "Stop the Bleed," as well as blood pressure checks for people in the community, including students, farm workers, etc. Additionally, participate in local community education events, for example: National Heart Month in

February, National EMS Week each May, Disaster Preparedness Month in September, and Memory Walk and National Breast Cancer Awareness Month in October, as well as Safe Halloween campaigns.

b) Make The Right Call Campaign. Help residents recognize the signs and symptoms of heart attacks, strokes, and other life-threatening emergencies so they are better prepared to promptly call 9-1-1.

c) Child Safety Seat Checks. Partner with local hospitals, fire departments, and other public safety agencies in these services, including providing nationally certified Child Passenger Safety Technicians to help staff car seat inspections.

d) School-Based Programs. Promote educational opportunities in the region for high school students who are interested in an EMS career. While focusing on introducing young people to this exciting career opportunity through schools, community forums and networking, providing not only CPR education but different scholarship programs for Paramedics and EMTs, as well as offer this opportunity to local fire districts and EMTs who serve the County's system for other providers.

e) Disaster Preparedness. Raise awareness regarding how to be ready for a disaster and how to create a readiness checklist on topics such as having printed phone numbers to call for help, knowing where your exits are located, and knowing what resources to keep on site.

f) Annual Reporting. Franchisee will track all education and improvement efforts and provide a report on an annual basis that updates progress on County outreach activities.

O. Employee Improvement Program Requirements. In accordance with applicable laws and any presidential executive orders, the Franchisee shall provide the following employee development programs: community responsiveness training; assaultive behavior management/secure transport training; critical incident stress management; work related injury and illness prevention program; and in infection control program. Health Equity and Cultural Competency Programs

P. Care for All. In accordance with applicable laws and any presidential executive orders, the Franchisee agrees to adhere and follow the Ambulance Service Plan in accordance with the terms of this Agreement in Section 10.01.050 (E).

VI. INSURANCE AND PROOF OF INSURANCE REQUIREMENTS

A. General. Before execution of the Franchise Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Franchise Agreement, the Franchisee shall file with the County current certificates of all required insurances on forms acceptable to the County, which shall include the following provisions:

1. The County, its agents, officers, elected officials, and its employees must be named as additional insureds with respect to Franchisee's services to be provided under this

Franchise Agreement. All liability policies, except for professional, medical malpractice, and/or workers' compensation policies, must be endorsed to show this additional coverage. The County, and its agents or individual staff members, shall in no way be liable for any sums of money that may represent a deductible in any insurance policy.

2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Oregon and acceptable to the County.

3. The Certificates shall clearly indicate that the Franchisee has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

4. No material changes, or cancellation, of insurance shall be made without the Franchisee providing thirty (30) days prior written notice to the County, except for cancelation for non-payment for which ten (10) days prior written notice shall be provided.

5. Worker's Compensation. Franchisee shall comply with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Franchisee is a subject employer, as defined in ORS 656.023, Franchisee shall obtain employers' liability insurance coverage limits of not less than $1,000,000.

6. **Comprehensive General Liability**. Franchisee shall at all times carry a Commercial General Liability insurance policy during the term of this Agreement with Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" basis in the amount of not less than $5,000,000 per occurrence/ $10,000,000 general aggregate for the protection of County, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by County shall be excess and shall not contribute to it.

7. **Abuse and Molestation Liability**. Franchisee shall at all times carry Abuse and Molestation Liability Insurance during the term in a form and with coverage satisfactory to County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom Franchisee is responsible including, but not limited to, Franchisee and Franchisee's employees and volunteers. Policy endorsement's definition of an insured shall include Franchisee and Franchisee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Any annual aggregate limit shall not be less than $3,000,000.

8. **Commercial Automotive Liability**. Franchisee shall at all times carry Automobile Liability Insurance during the term of this Agreement, Commercial Automobile

Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.

9. **Professional Liability**. Franchisee shall at all times carry Professional Liability Insurance during the term of this in the amount of not less than $5,000,000 combined single limit per occurrence/$10,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of County, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. County, at its option, may require a complete copy of the above policy.

10. **Medical Malpractice Liability**. Franchisee shall obtain and possess medical malpractice liability insurance for each employee, agent, or servant who may be responsible for providing medical care during the course of their employment. Such liability insurance shall not be less than $5,000,000 per person, per occurrence.

11. **Cyber and Liability Insurance**. Franchisee shall obtain and possess Cyber and Liability Insurance with a combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

12. Exceptions. Any exceptions to these insurance requirements must be approved in writing by the County.

13. **Authorized Insurance Providers**. Coverage provided by Franchisee must be underwritten by an insurance company deemed acceptable by County. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Oregon. If at any time any of the policies shall be or become unsatisfactory to the County as to form or substance, or if any carrier issuing policies for insurance required herein shall be or become unsatisfactory to the County, Franchisee shall immediately obtain a new certificate of insurance satisfactory to the County in replacement thereof. Insurance companies shall be rated A-7 by A.M. Best Inc., or equivalent.

14. **Non-Relief of Liability and Obligations**. Compliance with the foregoing insurance requirements shall not relieve Franchisee of its liability and obligations under any part of the Agreement.

15. **Subject to County Approval**. Any insurance policy not expressly meeting the County's minimum requirements shall be submitted by Franchisee for County's approval.

16. **Certificates or Binders**. Certificates or binders evidencing the maintenance of Franchisee's insurance coverage showing the endorsements specified herein and compliance with the provisions of this Agreement shall be filed with the County, prior to the effective date of the Franchise Agreement. Franchisee shall also file with the County certificates of renewal for these policies that are renewed during the Franchise

Agreement or new certificates for any policies replaced or modified during the term of the Franchise Agreement.

17. **Self-Insurance**. The County accepts Franchisee self-insured retentions up to $10,000,000. These amounts are dictated by both business need and insurance coverage placement requirements. Franchisee may provide the County with copies of financial statements to evidence financial ability to meet deductible and self-insured obligations. Franchisee will notify County ahead of any material changes to the program.

18. **Certificate of Insurance**. At all times during this Agreement, Franchisee shall file with the County valid certificates of insurance, and endorsements, acceptable to the County, naming the County and the Medical Director as additional insureds in the amounts and coverages stated above and providing a waiver of all rights of subrogation as listed below.

19. **Notice of Cancellation**. Franchisee shall provide County 60 days written notice of cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage. Any failure to comply with this provision will not affect the insurance coverage provided to County.

20. **Waiver of Subrogation**. Franchisee agrees to waive their rights of subrogation arising from the services provided under this Agreement.

VII. RIGHTS AND REMEDIES NOT WAIVED

A. General. Franchisee agrees that the services specified in this Agreement shall be completed without additional consideration other than that provided for in this Agreement; and that the acceptance of the services under the Agreement shall not be held to prevent maintenance of an action for failure to perform such services in accordance with the Agreement. The inaction of the County to enforce any provision of the Agreement shall not be construed as a waiver by the County of any provision of this Agreement. No right or remedy granted in the Agreement or reserved to the County is exclusive of any other right or remedy; each shall be cumulative. No covenant or condition of this Agreement may be waived without the consent of the County.

B. Indemnification. Franchise agrees to indemnify and, defend, the County, and its officers, elected officials, agents and employees, from and against all claims, actions, liabilities, losses, and costs (including reasonable attorney fees), and all expenses incidental to the investigation and defense thereof, arising out of or based upon Franchisee's acts or omissions in performing under this Agreement.

C. Notifications. The Franchisee shall notify the EMS Coordinator and EMSMD within 48 hours (of the Franchisee becoming aware, or when it should have become aware) whenever the Oregon Public Health Division or other State agency is formally investigating any of its personnel or the operations that provide emergency or non-emergency ambulance service in the State of Oregon.

D. Termination. This Agreement may be terminated for the following reasons:

1. **Termination Without Cause.** Either party may terminate this Agreement without cause and without penalty with one hundred eighty (180) days prior written notice to the other party.

2. **Termination for Breach.** Either party may terminate this Agreement for the other Party's breach, and failure to cure in a reasonable time in accordance with this Agreement; but in no event less than sixty (60) days opportunity to cure unless the circumstances require a shorter period.

3. **Termination for Change in Law.** County may terminate this Agreement if local, state, or federal laws, regulations, or guidelines are modified or interpreted in such a way that continued performance under this Agreement is prohibited including, but not limited to, if changes to the ambulance provider selection procedure, standards, or service provisions under Ambulance Service Plan Clackamas County Code 10.01.070(F) are made that require termination of the Agreement.

E. **"Lame Duck" Provisions.** In the event, the Agreement terminates or expires, Franchisee will agree to continue to provide all services required in and under the Agreement on a best efforts basis until a new Franchisee assumes service responsibilities for a maximum two hundred and seventy-five (275) days or as such time the parties agree to. To assure continued performance on a basis with the requirements of the Agreement through any such period, the following provisions will apply on a best-efforts basis:

1. Franchisee will continue all operations and support services at the same level of effort and performance, including but not limited to compliance with the provisions related to the qualifications of key personnel.

2. Franchisee will make no changes in methods of operation, which could reasonably be aimed at cutting Franchisee services, and operating cost to maximize profits during the final stages of this Agreement.

3. County recognizes that if a competing organization should prevail as a franchisee in the future, then Franchisee may reasonably begin to prepare for transition of the service to a new Franchisee. The County will not unreasonably withhold its approval of Franchisee's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impair Franchisee's best-efforts performance during this period.

4. During any process of subsequent competition conducted by County, Franchisee will permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event Franchisee is not the successful proposer. Franchisee may, however, require that its non- management personnel refrain from providing information to a competing organization regarding Franchisee's current operations and Franchisee may also prohibit its management personnel from communicating with representatives of competing organizations during the competition.

5. The Franchisee shall continue to make all required payments due under this Agreement in good faith and in accordance with the specified due dates, without intentional delay or withholding, except as otherwise expressly permitted herein.

F. Outgoing Franchisee Provisions. Should the Franchisee fail to be awarded a Franchise Agreement in a subsequent period or should this Franchise Agreement be terminated or not renewed for any reason, the County shall depend upon the Franchisee to continue the provision of services required under this Franchise Agreement in the manner and scope and at the level so prescribed until such time as the subsequent franchisee takes over under these circumstances. The County recognizes that the Franchisee would, for a period of no longer than nine (9) months, be functioning as an outgoing Franchisee. During such period of time, the outgoing Franchisee is expected to continue all operations at the same level of performance as was provided prior to the decision to use a different provider. The outgoing Franchisee shall specifically be prohibited from making any changes in the outgoing Franchisee's methods of operation which would be considered to be designed primarily to reduce the outgoing Franchisee's cost of operations during the final stages of the Franchise Agreement at the expense of decreased performance. County shall work with the incoming franchisee and the outgoing Franchisee to ensure a successful transition while working with all parties to the transition to avoid actions that would cause a reduction of services during the lame duck period including substantial interference with the outgoing Franchisee personnel to the detriment of current services. Franchisee shall otherwise continue to provide services in accordance with the Lame Duck Section set forth above. The Parties agree that no records, data, or information, regardless of source, shall be deleted, discarded, modified or removed from the premises outside the normal course of business activities, or modified without the specific written approval of the EMS Coordinator. Any information, spreadsheets, documents, data, or electronic media shall become the property of the County. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the CCEMS and the cost for such restoration paid by the outgoing Franchisee. Personnel records of employees shall, with the proper consent of employees, be released to the CCEMS in a timely manner. Unless otherwise specifically instructed, all requests pursuant to the subsection shall be met within two (2) weeks of written request for said documents. It is expressly understood and agreed to by both Parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the outgoing Franchisee as CCEMS attempts to exercise any or all of these provisions shall constitute an immediate major breach of Franchise Agreement and all remedies are available to County.

G. Performance Security Bond. The County requires a performance security deposit. The Franchisee may furnish such performance security by method listed below, that is approved by the County. The Franchisee must obtain and maintain, throughout the term of the Franchise Agreement, a performance security deposit as set forth below:

1. **Service Delivery**. Franchisee expressly agrees that, in the event of major breach by the Franchisee that Franchisee fails to cure withing a reasonable time and the County terminates the Franchise Agreement, Franchisee will work with the County to ensure continuous delivery of services, regardless of the underlying cause of the breach. Franchisee agrees that it has a public health and safety obligation to assist County to provide uninterrupted service delivery in the event of breach, even if Franchisee disagrees with the determination of breach. Further the Franchisee agrees that if notified by the County of a determination of breach, termination of the Agreement and

intent to execute an immediate takeover of the system, that the Franchisee will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

2. **Performance Security Bond**. Franchisee will provide performance security by providing the County with a bond in a form satisfactory to the County. The amount of the bond will be one million five hundred thousand dollars ($1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the bond is to be drawn shall be acceptable as determined by the County's Finance Director. The bond shall only be called after: (i) the Franchisee has been determined to be in material breach of the Agreement; (ii) Franchisee has failed to cure the material breach in a commercially reasonable period but no less than sixty (60) days); and (iii) the County provides notice of termination and the Agreement and the Agreement terminates.

H. Liquidated Damages.

1. **Increase in Liquidated Damages**. All liquidated damages amounts set forth in this Agreement shall be increased every five (5) years, in accordance with the Consumer Price Indexes (CPI) outlined in the Ambulance Rate and Adjustment Schedule section herein.

2. **Liquidated Damages Deemed Reasonable**. Franchisee agrees that failure to comply with any performance or other requirements in this Agreement will result in damage to the County and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Franchisee agrees that the liquidated damages specified in this Agreement are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the County will suffer. It is also expressly understood and agreed that County's remedies in the event of Franchisee's breach or any noncompliance are not limited to these liquidated damages provisions. If Franchisee fails to meet the County's Response Time Requirements, the County may assess liquidated damages. Liquidated damages may be assessed in accordance with Appendices G, attached hereto and incorporated by this reference herein.

3. **Additional Non-Compliant Liquidated Damages**. The intent of the reporting requirements is to foster proactive communication regarding potential situations in which liquidated damages could be assessed. Liquidated damages may be waived by the County if reporting requirements are met, and the situation does not represent a recurring pattern of poor performance. In addition to all other liquidated damages herein, the following may apply:

    a) Up to $500 per ambulance per incident. Failure to have equipment or supplies on board any ambulance as required by the Medical Director.

b) Compliance to 1/100th percent. Response time compliance will be reported to the nearest one one-hundredth of a percentage point when considering whether compliance with the 90% standard is achieved.

c) Fifty Responses Minimum for Second Assessment. Should Franchisee be determined to be subject to non-performance Liquidated Damages for failure to meet the 90% compliance within a Zone or Region, the Franchisee will not be subject to a second assessment of non-performance Liquidated Damages until at least fifty (50) additional emergency responses have originated within that Zone or Region. If more than one month (or quarter) passes before fifty (50) additional responses occur, and the Franchisee remains out of compliance at the end of the month (or quarter) in which the 50th response occurred, Franchisee will be considered to have incurred a second consecutive failure to meet response time compliance.

I. Breach of Franchise Agreement.

1. Minor Breaches. With specific written notice from the County to the Franchisee of the minor breach, Franchisee's failure to meet data and performance standards more than twice a quarter constitutes a minor breach of Franchise Agreement. Franchisee shall have at least thirty (30) days to cure a minor breach, if the breach is curable. The following examples are minor breaches:

a) Complete and correctly formatted clinical data is not submitted within fifteen (15) days of the end of the month.

b) Complete and correctly formatted response time data is not submitted within fifteen (15) days of the end of the month.

c) Failure to comply with the audit request within 96 hours.

d) Response time compliance falls below eighty percent (80%) in any measurement for a calendar month.

e) Failure of the Franchisee's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Franchisee.

f) Failure of the Franchisee to provide a representative with requisite authority to respond to and to resolve issues and other matters at periodic Franchise Agreement review meetings.

g) Failure of the Franchisee to maintain equipment or vehicles in accordance with good maintenance practices and manufacturer recommended guidelines, or to replace equipment or vehicles in accordance with requirements in the Franchise Agreement.

h) Failure by the Franchisee to comply with approved rates, rate setting procedures, or billing and collection provisions in the Franchise Agreement.

i) Failure to submit reports and information under the terms and conditions outlined in this Agreement.

2. Declaration of Major Breach and Remedies. Conditions and circumstances that shall constitute a major breach of the Agreement ("Major Breach") shall include the following:

a) Failure to adequately replicate the results, upon request, of monthly response time report from the source data during a response time performance audit.

b) Three (3) minor breaches in the same category in any 90-day period constitutes a major breach.

c) Failure of Franchisee to operate in a manner which enables the County and the Franchisee to remain in compliance with the requirements of Federal, State, and local laws, rules and regulations, and County Ambulance Service Plan including any loss or suspension of any necessary license or authorization.

d) Willful falsification of information supplied by the Franchisee to the County during the negotiations leading up to the establishment of the Franchise Agreement and subsequent operation of its operations including, but not be limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the Franchise Agreement; Franchisee ceases responding to calls for service (excluding mutual aid responses).

e) Failure to meet response time requirements for at least 90% of responses each month for three consecutive months in the same Zone, or for four months in any twelve-month period in the same Zone, will be additionally defined as a breach and may result in removal of the Franchisee.

f) Franchisee stops participating in the performance improvement program of the CCEMS.

g) Failure of the Franchisee to cooperate and assist the CCEMS in the investigation or correction of any breach of the terms of the Franchise Agreement.

h) Failure by the Franchisee to cooperate and assist the CCEMS in its assumption or replacement of Franchisee's operations after a Major Breach has been declared by the CCEMS, as provided for herein.

i) Failure by the Franchisee to assist in the orderly transition to a successive franchisee.

j) Failure by the Franchisee to comply with required payment of liquidated damages within forty-five (45) days of written notice or billing the imposition of such fine or penalty.

k) Failure by the Franchisee to maintain, the insurance or approved self-insurance coverage required in the Franchise Agreement in force at all times.

l) Failure by the Franchisee to maintain in force at all times, the performance security requirements as specified herein.

m) The institution of proceedings for relief by Franchisee under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by Franchisee to the filing of any bankruptcy or insolvency proceedings against Franchisee in any state or federal court, or the entry of any order adjudging the Franchisee insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for Franchisee or its property in any state or federal court.

n) The voluntary or involuntary dissolution of Franchisee at any time during the term of the Franchise Agreement or any extension, Franchisee is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services.

o) Any other willful acts or omissions of the Franchisee that endanger the public health or safety.

p) Five (5) major breaches in any 90-day period may be cause for termination without option for exercise of other remedies.

q) Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

r) Acceptance by Franchisee or any of Franchisee's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Franchisee or Franchisee's employees could be reasonably construed to be a violation of federal, state or local law.

s) Payment by Franchisee or any of Franchisee's employees of any bribe, kick-back or consideration of any kind to any federal, state or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state or local law.

t) Failure to meet medical standards required in this Agreement or as reasonably required by the County.

u) Failure to establish or maintain a bond meeting the terms and amount specified in the Agreement.

v) Failure to submit financial statements prepared by a certified public accountant or public accounting firm for any parent company and Franchisee within the

specified time frame under the terms and conditions of this Agreement or as directed upon reasonable notice by the County.

w) Any other failure of performance, clinical or other, required in accordance with the Agreement and which is determined by the Department Director and County EMS Medical Director and confirmed by the Board of County Commissioners to constitute a breach or endangerment to the general public health and safety.

x) Failure of Franchisee to pay franchise fees as required in this Agreement.

y) Creating patient responses or transports so as to artificially inflate run volumes.

z) Failure to comply with the County-approved Corrective Action Plan.

3. **Without Danger to Public Health and Safety**. In the event that the EMS Coordinator or EMSMD determines that a Major Breach has occurred, and if the nature of the Major Breach, as determined by the EMSMD is such that public health or safety is not endangered, the EMS Coordinator or EMSMD shall provide written notice of the breach to the Franchisee. Said notice shall contain a reasonable period for Franchisee to cure such Major Breach as determined by the EMS Coordinator or EMSMD, which cure period shall not be less than thirty (30) days. At the discretion of the EMS Coordinator or EMSMD, the written notice of Major Breach may require the filing a plan with the EMS Coordinator or EMSMD to cure the Major Breach within five business days of the notice of breach. In the event that a Major Breach remains unresolved for more than the authorized cure period (including any extensions thereof authorized by the EMS Coordinator or EMSMD in writing), in addition to any and all rights and remedies available to the County at law or in equity, the County shall have the right upon written notice to the Franchisee by the EMS Coordinator or EMSMD to declare the Franchisee in default of the Franchise Agreement and exercise any remedy available to it under this Agreement.

4. **With Danger to Public Health and Safety**. In the event that the EMS Coordinator or EMSMD determines that a Major Breach has occurred, and if the nature of the breach, as determined by the County, is such that an imminent danger to the general public health or safety of the community at-large, in addition to any and all rights and remedies available to the CCEMS at law or in equity, the CCEMS shall have the right upon written notice to the Franchisee by the EMS Coordinator or EMSMD to immediately declare the Franchisee in default of the Franchise Agreement and take one or more of the following actions:

a) Require the Franchisee to take all action necessary to correct the breach, immediately or pursuant to a cure period established by the EMS Coordinator or designee;

b) Terminate the Agreement as of a date set by the County; or

c) Declare an emergency takeover of Franchisee's operations under the Franchise Agreement in which event the Franchisee shall cooperate with such takeover and abide by the provisions for emergency takeover set forth below.

d) All remedies available to the County shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the County.

5. Emergency Takeover Provisions. In the event the County terminates the Franchise Agreement and declares an emergency takeover of Franchisee's operations, the County shall have the right to takeover Franchisee's emergency ambulance operations and perform such services itself or through another Franchisee, or a combination thereof. The Franchisee agrees to immediately lease its ambulances and field equipment to the County for a period not to exceed nine (9) months unless otherwise agreed to by the parties. At a minimum, each ambulance shall be equipped with the equipment and supplies necessary for the operation of an Advanced Life Support ambulance in accordance with the emergency medical services protocols and procedures in place immediately prior to the time of emergency takeover by the County. The Franchisee shall continue to make all required payments to, and execute all required documents with third parties necessary for the County to use Franchisee's ambulances and equipment during any emergency takeover period. The County shall reimburse the Franchisee at fair market value for its ambulances and equipment during any takeover. For clarity and avoidance of doubt, termination of the Franchise Agreement shall be a condition precedent to a County takeover. The Franchisee shall not be prohibited from disputing any finding of a major breach endangering the public health or safety through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate emergency takeover of operations by the County. Nor shall such dispute by the Franchisee delay the County's access to the funds made available by the performance security bond. The Franchisee specifically stipulates and agrees that the foregoing conditions are reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that a breach endangering the public health or safety has occurred shall be initiated and take place only after the emergency takeover has been completed, and shall not under any circumstances delay the process of an emergency assumption of services or the County's access to performance security funds as needed by the County to finance such assumption of operations. Franchisee's cooperation with and full support of this transition shall not be construed as acceptance by the Franchisee of the findings of a major breach endangering health or safety; provided, however, that the failure on the part of the Franchisee to cooperate fully with the County to affect a smooth and safe transition of operations, shall itself constitute a Major Breach of the Agreement endangering the public health and safety, even if it is later determined that the original determination by the County was made in error.

J. Administration. Unless specified otherwise in this Agreement, all services provided under this Agreement shall be coordinated under and performed to the satisfaction of the Department ("Director") or designee.

K. Location of Execution and Performance; Venue. This Agreement shall be performed in the County of Clackamas, Oregon. This Agreement shall be governed and interpreted by the laws

of the State of Oregon, the regulations promulgated thereunder and the ordinances of the County of Clackamas, Oregon. The parties agree that venue shall lie in any dispute involving this Agreement in Clackamas County, 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. Franchisee, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

L. Successors and Subcontractors. County and Franchisee each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. No delegation of duties or subcontract under this Agreement will be effective without the written consent of County, which consent will not be unreasonably withheld. It is understood that Franchisee intends to subcontract with various fire agencies, for the provision of ambulance service in the Clackamas ASA. Franchisee must provide a copy of Subcontractor agreements within 30 calendar days of being fully executed or amended.

M. Assignment. Franchisee shall not assign any portion of the Agreement without first obtaining prior written consent from the County. Any assignment made contrary to the provisions of this section shall terminate the Agreement. Any change in Franchisee's ownership shall, for the purposes of the Agreement, be considered a form of assignment. County shall not unreasonably withhold its approval of the requested change in ownership, so long as the transferee is of known financial and business integrity. County may require credentials and financial information from the transferee and may base its approval or withholding of approval on the information provided.

N. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

O. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

P. Construction of Contract. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Q. Sole Agreement. This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties, respecting the subject matter unless specifically described herein. The Agreement may be amended only by mutual written agreement of the parties.

R. Compliance with Laws and Regulations. All services furnished by the Franchisee under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations. It shall be the Franchisee's sole responsibility to be fully familiar with all laws, rules and regulations that apply to the services provided by Franchisee and to comply with them at all times. Furthermore, Franchisee agrees to perform in

accordance with the provisions of any regulations or written guidelines established by Medical Director.

S. Product Endorsement / Advertising. The Franchisee shall not use the name or equipment of County for the endorsement of any commercial product or service without the prior written permission of County.

T. Relationship of the Parties/ No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. County and Franchisee 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, right or remedy 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.

U. Notices. Unless specified otherwise in this Agreement, all notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below in this subsection "A", unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated as of four (4) days after mailing regular mail. If intended for County, to:

County Administrator
2051 Kaen Rd.
Oregon City, OR 97045-4035

With a copy to:

County Counsel
2051 Kaen Rd.
Oregon City, OR 97045-4035
With a copy to:

Clackamas County Public Health
2051 Kaen Rd., Ste.367
Oregon City, OR 97045-4035

If intended for Franchisee, to:

American Medical Response Northwest, Inc.
Regional Director
One SE 2nd Ave
Portland, OR 97214

Notice of Agreement breach shall additionally be sent to Franchisee at the address shown below, unless and until County is otherwise notified in writing by Franchisee. Mailed notices shall be deemed communicated as of four (4) days after mailing regular mail to:

c/o Law Department
Global Medical Response, Inc.
4400 State Highway 121, Suite 700
Lewisville, Texas 75056

VIII. ADDITIONAL TERMS AND CONDITIONS

A. HIPAA Compliance. Franchisee shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Franchisee shall further execute the Business Associate Agreement attached hereto as Appendix O and incorporated by this reference herein.

B. Compliance with Oregon law. Franchisee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Agreement. Franchisee specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Franchisee shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

C. Tax Compliance Certification. The Franchisee shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Agreement. Franchisee represents and warrants that it has complied and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle County to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.

D. Workers' Compensation and Hours of Labor. Franchisee represents its employees are exempt from the requirements of ORS 279B.235. All subject employers working under the Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

E. Conditions concerning payment, contributions, liens and withholding. Franchisee shall: (i) make payments promptly, as due, to all persons supplying to the Franchisee labor or materials for the prosecution of the Work provided for in this Agreement (ii) pay all contributions or

amounts due the Industrial Accident Fund from the Franchisee or subcontractor incurred in the performance of the Agreement; (iii) not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; (iv) pay to the Department of Revenue all sums withheld from employees under ORS 316.167. If the Franchisee fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Franchisee or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Franchisee by reason of this Agreement.

F. Conditions Concerning Payment for Medical Care. The Franchisee shall promptly, as due and as applicable, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Franchisee, of all sums which the Franchisee has agreed to pay for such services and all moneys and sums which the Franchisee collected or deducted from the wages of the Franchisee's employees pursuant to any law, Agreement or agreement for the purpose of providing or paying for such services.

G. Confidentiality. Franchisee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(12)). Franchisee agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that Franchisee uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Franchisee agrees that, except as directed by the County, Franchisee will not at any time during or after the term of this Agreement, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Agreement or the County's request, Franchisee will turn over to the County all documents, papers, records and other materials in Franchisee's possession which embody Confidential Information. Franchisee acknowledges that breach of this Agreement, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Franchisee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content. Franchisee agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Franchisee's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Franchisee's employees and agents who are performing services, and providing a copy of the results to the County. Franchisee shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Agreement or in

writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Franchisee shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Franchisee reasonably believes there has been such unauthorized use or disclosure. Franchisee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Franchisee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Franchisee has taken or shall take to prevent future similar unauthorized use or disclosure. Franchisee shall provide such other information, including a written report, as reasonably requested by the County. Notwithstanding any other provision in this Agreement, Franchisee will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder. The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Agreement, as it may otherwise be amended. Franchisee's obligations under this Agreement shall survive the expiration or termination of the Agreement, as amended, and shall be perpetual**.**

H. 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.

I. Survival. All rights and obligations which by their context are intended to survive shall survive termination of this Agreement, including, but not limited to, indemnification obligations.

J. Appendices.

1. Appendix A – Response Time Map

2. Appendix B – Ambulance Service Area Map

3. Appendix C – Clinical Performance KPI STEMI

4. Appendix D – Clinical Performance KPI Stroke

5. Appendix E -Clinical Performance KPI Cardiac Arrest

6. Appendix F- Clinical Performance KPI RSI DSI

7. Appendix G- Response Time Requirements

8. Appendix H- Response Interval Reports Format

9. Appendix I- Operational Elements and Data File Formats

10. Appendix J- Ambulance Unavailability Report Format

11. Appendix K-Clinical Data Performance and Reporting Requirements

12. Appendix L- Wilderness Medical Program

13. Appendix M- River Safety Program

14. Appendix N-Ambulance Service Plan

15. Appendix O- Business Associate Agreement

By signing below, each Party acknowledges that they have carefully read and fully understand this Franchise Agreement. Each Party each fully agrees to be bound by the terms of this Franchise Agreement. This Franchisee Agreement is effective upon full execution.

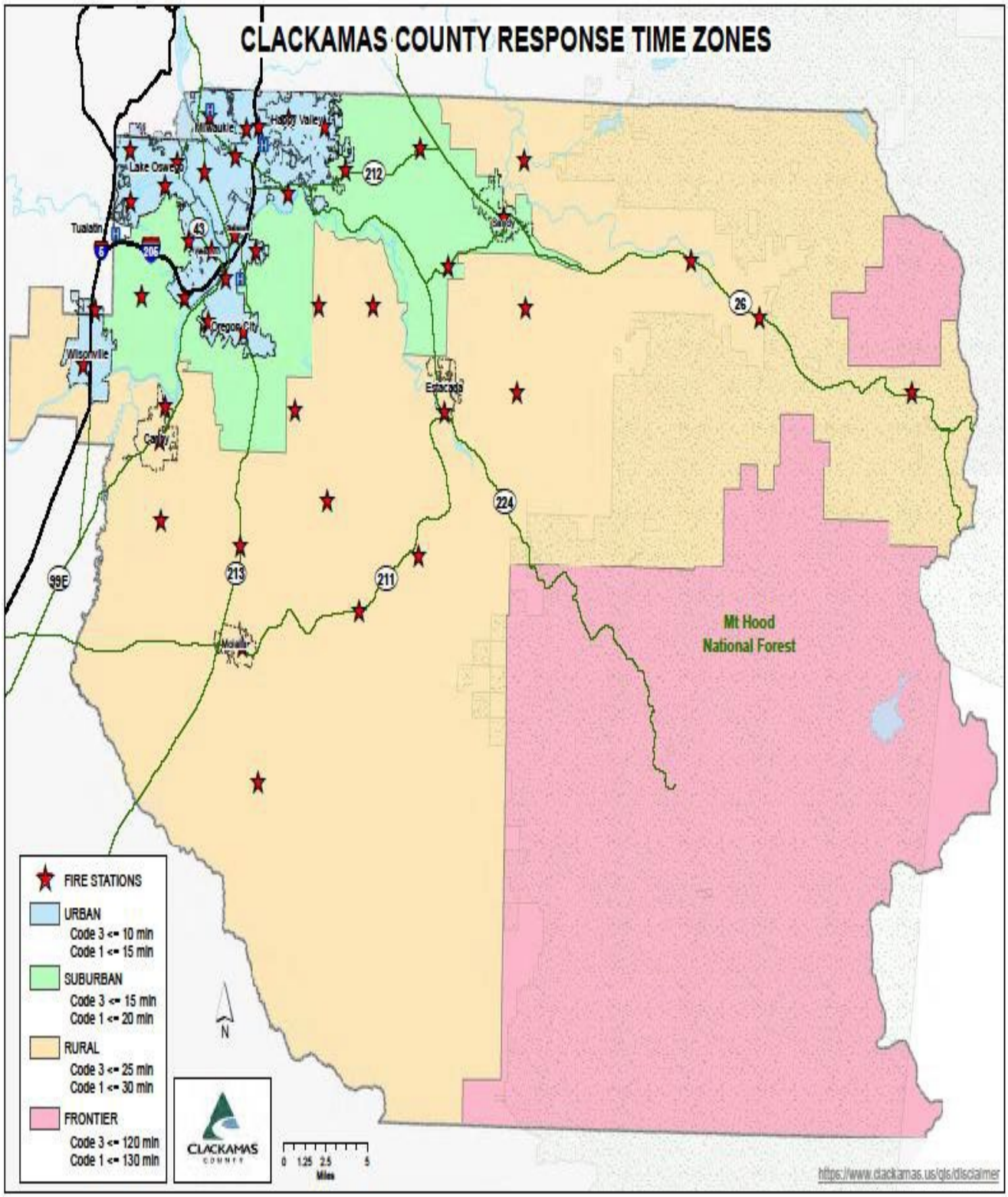
AMERICAN MEDICAL RESPONSE NORTHWEST, INC.	**CLACKAMAS COUNTY**
By: DocuSigned by: Sean Russell EEF85C1C1FB9400...	By:
Print Name: Sean Russell	Print Name:
Title: Region President	Title:
Date: 7/17/2025	Date:

Appendices to the
FRANCHISE AGREEMENT FOR
EMERGENCY AMBULANCE SERVICES
CLACKAMS COUNTY, OREGON

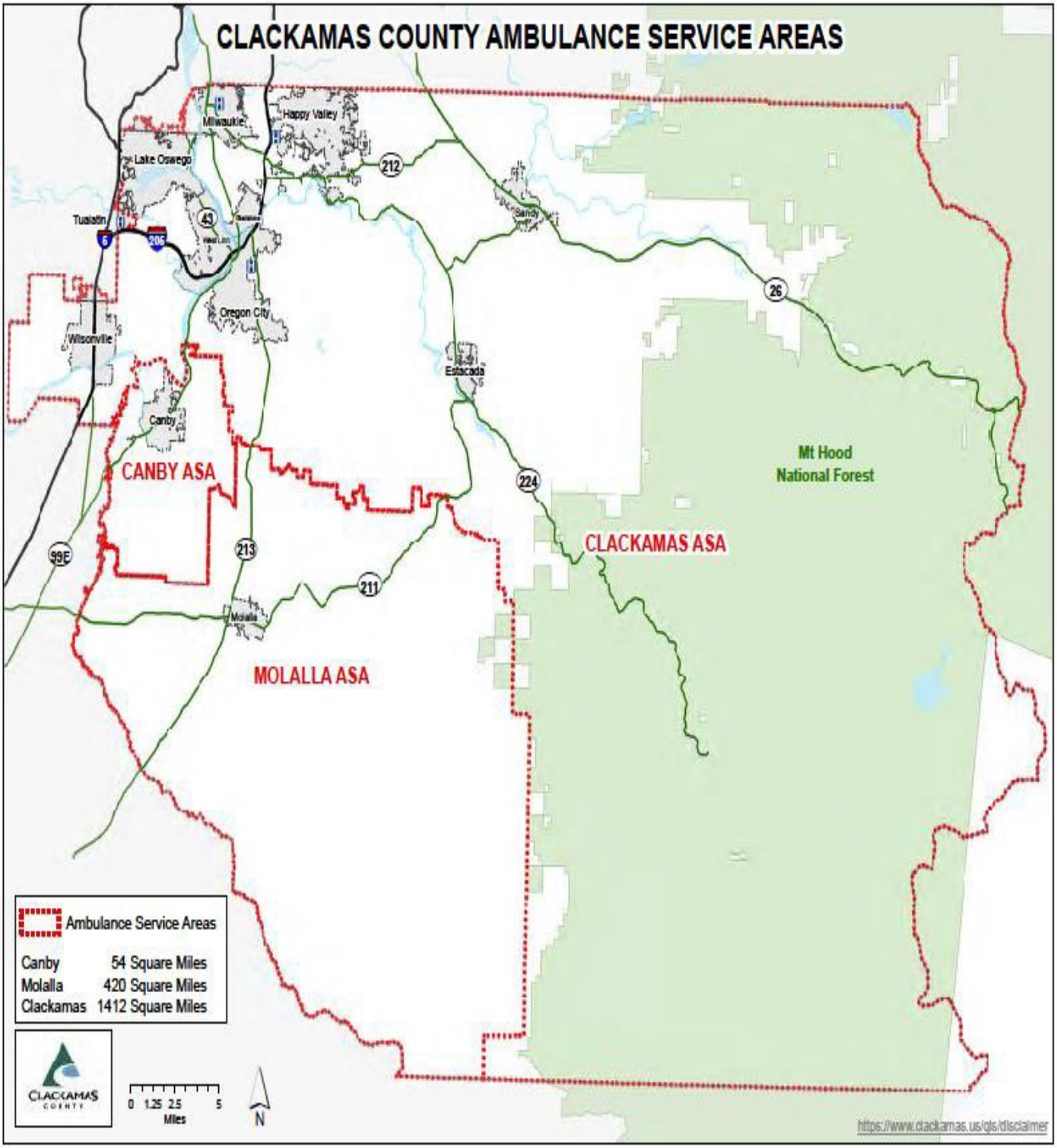
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A. APPENDIX A – RESPONSE TIME MAP



B. Appendix B – Ambulance Service Area Map



22 C. APPENDIX C – CLINICAL PERFORMANCE KPI STEMI

Care Element or Clinical Outcome	Key Performance Indicator (KPI)	Notes on Metrics	Performance Measure/Goal	Incentive Credits
1.0 STEMI/ Acute Coronary Syndrome				
1.1 Aspirin Administration	ASA is administered to all patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS, or clear documentation with accurate reason for ASA not being administered.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS **Numerator:** Number of Denominator patients to whom ambulance crews administered ASA at any time during prehospital care	**≥ 99%**	Above Compliance Incentive • Number of cases where ASA administration was documented for patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS. • Incentive Amount = $1,000 if at least 99%
1.2 Performing 12-Lead ECG in the field	Patients with complaints of chest pain, shortness of breath, neck/arm pain, "weakness"/fatigue, epigastric pain or other symptoms suggestive of ACS receive a 12- Lead ECG in the field	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene **Numerator:** Number of Denominator patients for whom ambulance crew administers a 12 lead ECG at any time during prehospital care	**≥ 95%**	Above Compliance Incentive • Number of cases where patients complaining of CP, SOB, neck/arm pain, "weakness"/fatigue, epigastric pain or other symptoms suggestive of ACS receive a 12-Lead ECG in the field. • Incentive credit = $1,000 if at least 95%

1.3 Timeliness of obtaining 12- Lead ECG in patients with suspected ACS/STEMI	In patients for whom a field ECG is indicated, interval from arrival of the first unit on-scene to initiation of 12- Lead ECG is < 10:00 minutes	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene **Numerator:** Number of Denominator patients for whom a 12 lead ECG is initiated within 10:00 minutes of ambulance arrival on scene	**10:00 minutes or less in ≥ 70% of cases**	Above Compliance Incentive • Number of cases where a 12-lead ECG is initiated in < 10 min from time of first unit on-scene for patients suspected of having ACS/STEMI and where the ambulance is the first arriving unit. • Incentive credit = $1,000 if at least 70%
1.4 Receiving hospital notification by EMS personnel	Receiving hospital is notified by EMS personnel of the impending transport of a suspected ACS/STEMI patient	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS **Numerator:** Number of Denominator cases in which the receiving hospital is notified of impending arrival of and ACS/STEMI patient	**≥ 95% of cases**	Above Compliance Incentive • Number of cases where the receiving hospital is notified by EMS personnel of the impending transport of a suspected ACS/STEMI patient. • Incentive credit = $1,000 if at least 95%
1.5 Timeliness of alerting receiving hospital of a STEMI activation	For patients with suspected ACS/STEMI and a positive field ECG: Interval from completion of field 12-Lead ECG to notifying receiving hospital is < 5:00 minutes	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI **Numerator:** Number of Denominator cases in which the receiving hospital	**5 minutes or less in >70% of cases requiring notification**	Above Compliance Incentive • Number of cases where the time interval from completion of field 12-Lead ECG to notifying receiving hospitals was ≤ 5-minutes for patients with suspected ACS/STEMI. • Incentive credit = $1,000 if at least 70%

		is notified of impending arrival of an ACS/STEMI patient within 5:00 minutes of completion of the prehospital ECG		
1.6 Total Scene Time	For patients with suspected ACS/STEMI and a positive field ECG: Interval from arrival of first unit onscene (either fire first responder or ambulance) to departure of ambulance from scene is < 25:00 minutes	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI in which the ambulance arrives on scene first **Numerator:** Number of Denominator cases in which the ambulance departs the scene within 25:00 minutes of arrival on scene	**≤ 25 minutes in ≥ 90% of cases**	Above Compliance Incentive • Number of cases where the interval from arrival of first unit onscene (first responder or ambulance) to departure of ambulance from scene was ≤ 25-minutes for patient with suspected ACS/STEMI and a positive field 12-Lead ECG. • Incentive credit = $1,000 if at least 90%.

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24 D. APPENDIX D – CLINICAL PERFORMANCE KPI STROKE

Care Element or Clinical Outcome	Key Performance Indicator (KPI)	Notes on Metrics	Performance Measure/Goal	Incentive Credits
1.0 STEMI/ Acute Coronary Syndrome				
1.1 Aspirin Administration	ASA is administered to all patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS, or clear documentation with accurate reason for ASA not being administered.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS. **Numerator:** Number of Denominator patients to whom ambulance crews administered ASA at any time during prehospital care.	**≥ 99%**	Above Compliance Incentive • Number of cases where ASA administration was documented for patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS. • Incentive Amount = $1,000 if at least 99%
1.2 Performing 12-Lead ECG in the field	Patients with complaints of chest pain, shortness of breath, neck/arm pain, "weakness"/fatigue, epigastric pain or other symptoms suggestive of ACS receive a 12- Lead ECG in the field.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene. **Numerator:** Number of Denominator patients for whom ambulance crew administers a 12 lead ECG at any time during prehospital care.	**≥ 95%**	Above Compliance Incentive • Number of cases where patients complaining of CP, SOB, neck/arm pain, "weakness"/fatigue, epigastric pain or other symptoms suggestive of ACS receive a 12-Lead ECG in the field. • Incentive credit = $1,000 if at least 95%

1.3 Timeliness of obtaining 12- Lead ECG in patients with suspected ACS/STEMI	In patients for whom a field ECG is indicated, interval from arrival of the first unit on-scene to initiation of 12- Lead ECG is < 10:00 minutes.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and ambulance is first on scene **Numerator:** Number of Denominator patients for whom a 12 lead ECG is initiated within 10:00 minutes of ambulance arrival on scene.	**10:00 minutes or less in ≥ 70% of cases**	Above Compliance Incentive • Number of cases where a 12-lead ECG is initiated in < 10 min from time of first unit on-scene for patients suspected of having ACS/STEMI and where the ambulance is the first arriving unit. • Incentive credit = $1,000 if at least 70% .
1.4 Receiving hospital notification by EMS personnel	Receiving hospital is notified by EMS personnel of the impending transport of a suspected ACS/STEMI patient.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS. **Numerator:** Number of Denominator cases in which the receiving hospital is notified of impending arrival of and ACS/STEMI patient.	**≥ 95% of cases**	Above Compliance Incentive • Number of cases where the receiving hospital is notified by EMS personnel of the impending transport of a suspected ACS/STEMI patient. • Incentive credit = $1,000 if at least 95%
1.5 Timeliness of alerting receiving hospital of a STEMI activation	For patients with suspected ACS/STEMI and a positive field ECG: Interval from completion of field 12-Lead ECG to notifying receiving hospital is < 5:00 minutes.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI. **Numerator:** Number of Denominator cases in which the receiving hospital	**5 minutes or less in >70% of cases requiring notification**	Above Compliance Incentive • Number of cases where the time interval from completion of field 12-Lead ECG to notifying receiving hospitals was ≤ 5-minutes for patients with suspected ACS/STEMI. • Incentive credit = $1,000 if at least 70%

		is notified of impending arrival of an ACS/STEMI patient within 5:00 minutes of completion of the prehospital ECG.		
1.6 Total Scene Time	For patients with suspected ACS/STEMI and a positive field ECG: Interval from arrival of first unit on scene (either fire first responder or ambulance) to departure of ambulance from scene is < 25:00 minutes.	**Data Source:** ePCR software **Denominator:** Number of patients with complaints of chest pain/discomfort or other symptoms suggestive of ACS and an abnormal prehospital ECG suggesting STEMI in which the ambulance arrives on scene first. **Numerator:** Number of Denominator cases in which the ambulance departs the scene within 25:00 minutes of arrival on scene.	**≤ 25 minutes in ≥ 90% of cases**	Above Compliance Incentive • Number of cases where the interval from arrival of first unit on scene (first responder or ambulance) to departure of ambulance from scene was ≤ 25-minutes for patient with suspected ACS/STEMI and a positive field 12-Lead ECG. • Incentive credit = $1,000 if at least 90%

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27 E. APPENDIX E - CLINICAL PERFORMANCE KPI CARDIAC ARREST

Care Element or Clinical Outcome	Key Performance Indicator (KPI)	Notes on Metrics	Performance Measure/Goal	Incentive Credits
3.0 Cardiac Arrest				
3.1 Upload of cardiac arrest data file(s) to the County's designated upload resource. **Cumulative table with number of all eligible cases (Excel table format) with month-to-month values**	Contractor is required to utilize technologies on each cardiac arrest case with attempted resuscitation that provides real-time feedback as well as post-case data retrieval and analysis of the data required for calculation of the required cardiac arrest performance metrics. • Incident number • Date/time call received • Was all required CPR performance monitoring technology deployed on the case (yes/no) • Time of hospital arrival or on-scene termination • Time of defibrillator data upload to the County • Time interval from hospital arrival or on-scene termination to defibrillator data upload to the County • Was the arrival to upload interval ≤24 hours? (yes/no) • Was the arrival to upload interval ≤8 hours? (yes/no)	**Data Source:** ePCR and heart monitor case software. **Denominator:** Total number of treated cardiac arrest cases in which defibrillation or CPR was provided by ambulance personnel. **Numerator:** Number of Denominator cases in which the patient was transported **or** efforts were terminated on-scene.	**≥ 90% of cases**	Above Compliance Incentive • Number of cases with upload within 8-hours/number of eligible cases in a calendar month. • Incentive Credit = $1,000 if at least 90% .

3.2 CPR Performance Feedback Reports	• contractor shall properly generate and upload a post-case CPR performance report to the County within 48 hours on all cardiac arrest cases where its crews participated in a field resuscitation attempt. • The report must be generated using the heart monitor data file(s) for the case in combination with the monitor manufacturer's case review software for CPR performance analysis (e.g., Code-Stat, Rescue-Net). • contractor will be required to make corrections to the reports as requested by the EMS Coordinator (e.g., auto-generated reports may have incorrect settings or interpretations of events such as the timing for the return of spontaneous circulation) • Cumulative table of all eligible cases • Incident number • Date/time call received • Was a properly generated CPR performance report generated for the case (yes/no) • Time interval from hospital arrival or on-scene termination to report upload to the County's designated upload resource • Was the arrival to upload interval within 48 hours? (yes/no) • Was the arrival to upload interval < 30 days? (yes/no)	**Data Source:** ePCR and heart monitor case software. **Denominator:** Total number of treated cardiac arrest cases in which defibrillation or CPR was provided by ambulance personnel. **Numerator:** Number of Denominator cases in which the patient was transported or efforts were terminated on scene.	**≥ 90% of cases**	Above Compliance Incentive: • Number of cases with upload of CPR performance report to County within 8 hours/number of eligible cases. • Incentive credit = $1,000 if at least 90%.

3.3 Compression Rate (adult)	• Cumulative table of all eligible cases. • Incident number • Date/time call received • Was all required CPR performance monitoring technology deployed on the case (yes/no) • Compression rate average for case • Was the compression rate average for the case within the target range determined by the EMSMD? (yes/no; no if the measurement is not available) • Table of month-to-month values • Number of eligible cases	**Data Source:** heart monitor case software. **Denominator:** Total number of cardiac arrest cases in which CPR was performed by personnel. **Numerator:** Number of Denominator cases in which ambulance personnel's compression rate was within target range determined by the EMSMD.	**≥ 90% of cases**	Above Compliance Incentive: • Number cases average compression rate in target range/number of eligible cases • Incentive Amount = $1,000 if at least 90%.
3.4 Compression Fraction (Adult)	• Average compression fraction for each case (cumulative) Labeled with the ambulance ePCR incident number for each eligible case to date. • The adult resuscitation compression fraction shall be at least within a target range set by the determined by the EMSMD on individual cases with 80% reliability on the aggregate of cases for each calendar month. • Cumulative table of all eligible cases • Incident number • Date /time call received • Was all required CPR performance monitoring technology deployed on the case (yes/no) • Compression fraction for each case • Was the compression fraction for the month at least target range	**Data Source:** heart monitor case software. **Denominator:** Total number of treated cardiac arrest cases in which manual CPR was provided by ambulance personnel. **Numerator:** Number of Denominator cases in which ambulance personnel's compression fraction was ≥ target range.	**Target range on individual cases with ≥80% reliability for each calendar month**	Above Compliance Incentive: • Number of cases with average compression fraction < target range/number of eligible cases in a calendar month. • Incentive credit = $1,000 when 100%.

	(yes/no; no if the measurement is not available) • Table of month-to-month values • Number of eligible cases			
3.5 Pre and Post Shock Pauses	• Pre and post shock pauses for defibrillation shall together average the target range set by the EMSMD or less per case (target range) with at least 80% reliability on the aggregate of cases for each calendar month. • Cumulative table of all eligible cases • Incident number • Date /time call received • Was all required CPR performance monitoring technology deployed on the case (yes/no) • Average of all pre and post shock pauses for case • Table of month-to-month values • Number of eligible cases	**Data Source:** heart monitor case software **Denominator:** Total Number of treated cardiac arrest cases in which ambulance personnel delivered defibrillation as indicated by protocol **Numerator:** Number of Denominator patients for whom ambulance personnel delivered defibrillation and the pre and post shock pauses averaged 10 seconds or less per case	**Target range pre and post shock pauses with at least 80% reliability for each Calander month**	Above Compliance Incentive: • Number of cases where average of pre and post shock pauses are in target range/number of eligible cases. • Incentive credit = $1,000 when 100%

3.6 Ventilation Rate	• The average rate of ventilation on adult patients shall be within the target range determined by the EMSMD on individual cases with at least 80% reliability on the aggregate of cases for each calendar month. • Cumulative table of all eligible cases • Incident number • Date /time call received • Was all required CPR performance monitoring technology deployed on the case (yes/no) • Ventilation rate average for case • Was the ventilation rate average for the case within target range? (yes/no; no if the measurement is not available • Table of month-to-month values • Number of eligible cases	**Data Source:** ePCR and heart monitor case software **Denominator:** Total number of treated cardiac arrest cases in which manual ventilation was provided by ambulance personnel **Numerator:** Number of Denominator cases in which ambulance personnel's ventilation rate was within target range	**Average ventilation rate within target range with at least 80% reliability for each calendar month**	Above Compliance Incentive: • Number cases with average ventilation rate in target range /number of eligible cases. • Incentive Amount = $1,000 if at least 90%.

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29 F. APPENDIX F- CLINICAL PERFORMANCE KPI RSI DSI

Care Element or Clinical Outcome	Key Performance Indicator (KPI)	Notes on Metrics	Performance Measure/Goal	Incentive Credits
4.0 Advanced Airway Management RSI / DSI				
4.1 Continuous monitoring of patients receiving Advanced airway management (AAM): **• ETCO2** **• Pulse Oximetry** **• Cardiac Monitoring**	ETCO2, SPO2, and cardiac monitoring are required for all patients where drug assisted airway management (AAM) is performed	Data Source: ePCR, heart monitor case software Denominator: number of patients whose clinical condition requires drug assisted airway management (AAM) and where an endotracheal intubation or SGA is placed Numerator: includes number of patients with ET Tube or SGA placed who also had documentation of continuous wave-form ETCO2, SPO2, and cardiac monitoring.	**≥99%**	Above Compliance Incentive • Number of cases where patients received AAM and where continuous waveform ETCO2, SPO2, and cardiac monitoring were documented. • Incentive credit = $1,000 if at least 99%
4.2 First Pass Success (FPS) for AAM RSI/DSI (ETI or SGA) within 2 attempts ≥80-85%.	ETI can provide airway protection, but additional attempts can increase rate of patient hypoxia, airway trauma, and other complications. FPS (defined as successful intubation of the trachea with an ET Tube and the laryngoscope blade passing the teeth only one time, or successful placement of an SGA with device passing the teeth only one time)	**Data Source:** ePCR, heart monitor case software **Denominator:** includes number of patients intubated successfully with ETI or SGA placed, regardless of number of attempts. **Numerator:** includes number of patients successfully intubated with ET tube on first attempt or successful placement of an SGA on first attempt.	**≥80**	Above Compliance Incentive • Number of cases where an ET-tube or SGA was successfully placed on the first attempt. • Incentive Amount = $1,000 if at least 70%

4.3 Measure of Efforts to addres and prevent hypotension **• Pre-Intubation** **• Peri-Intubation** **• Post-Intubation**	Peri-intubation hypotension is associated with increased mortality in the setting of AAM. Providers will take measures to address and prevent hypotension defined as SBP < 100 or MAP < 65 during the pre-intubation, peri-intubation, and post-intubation phases of AAM.	**Data Source:** ePCR, heart monitor case software **Denominator:** includes number of patients that had an ET-Tube or SGA placed and where fluid boluses, push-dose EPI, or pressors were administered **Numerator:** includes number of patients with incidence of SBP≤100 or MAP ≤ 65 was documented before, during or after intubation with paralytic.	**≥90%**	Above Compliance Incentive • Number of cases where an ET-Tube or SGA was placed and the documented SBP was < 90 or MAP < 65 and efforts to address the hypotension were documented • Incentive credit = $1,000 if at least 90%
4.4 HR/BP/SpO2/EtCO2 documented pre- and post-AAM	Obtaining vital signs before and after advanced airway management (AAM) is an important function to identify a deteriorating patient at an early stage. AAM is a high-risk procedure in the context of a critically ill patient and can lead to hypotension and cardiovascular collapse.	**Data Source:** ePCR, heart monitor case software **Denominator:** includes number of patients who had an ET-Tube or SGA (attempted or placed), and received an induction agent, paralytic, sedation, or analgesia. **Numerator:** includes number of patients who had an ET-Tube or SGA (attempted or placed) and documented one or more sets of vital signs.	**≥99%**	Above Compliance Incentive • Number of cases where a patient was intubated with an ET-tube or SGA, and where an induction agent, paralytic, sedation, or analgesia was administered, and where vital signs were documented before and after interventions. • Incentive credit = $1,000 if at least 99%
4.5 Correct Medication Dosage	Medications used in AAM must be accurately calculated (dose/concentration) and drawn up prior to the procedure. Despite the provider's best efforts, many factors can lead to dosing errors. The	**Data Source:** ePCR, heart monitor case software, RSI Checklist **Denominator:** includes number of patients who had an ET-Tube or SGA (attempted or	**≥90%**	Above Compliance Incentive • Number of cases where a patient received drug assisted airway management and all documented medication doses were correct in

	responsibility for accurate medication dosing lies with the providers at scene and the use of reliable tools such as protocols, checklists, and double-check systems. Dosing errors can lead to unintended consequences and a high likelihood of a failed procedure.	placed), and received an induction agent, paralytic, sedation, or analgesia. **Numerator:** includes number of patients in Denominator with documentation of medication doses that correlate to patient weight /height and clinical condition.		correlation with documented patient weight/height or RSI checklist. • Incentive credit = $1,000 if at least 90%
4.6 Post Intubation sedation and analgesia	Post intubation sedation and analgesia are required when performing AAM. Paralytics do not provide analgesia or sedation, and typically last longer than induction agents. This has potential for a patient to be paralyzed but not sedated. Induction agents can improve intubation conditions and provide amnesia, unconsciousness, and blunt sympathetic responses. Intubation is painful and not providing pain management can have unfavorable and long-term effects on patients. Pain must be addressed first before anxiety. Opiods are typically the first line agents before benzodiazepines.	**Data Source:** ePCR **Denominator:** includes number of patients who had an ET-Tube or SGA (attempted or placed), and received a paralytic **Numerator:** includes number of patients in Denominator with documentation of induction agent and administration of sedation and analgesia post-AAM.	**≥90%**	Above Compliance Incentive • Number of cases where a patient received drug assisted airway management, including placement of ET-tube or SGA and documentation of sedative and analgesia. • Incentive credit = $1,000 if at least 90%

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31 G. APPENDIX G- RESPONSE TIME REQUIREMENTS, LIQUIDATED DAMAGES, AND CREDITS

Zone	Priority Level	Resource	Performance Standard (minutes or less)	% Minimum Compliance	Aggregate Performance Liquidated Damages	
URBAN						
	C1	ALS /BLS Ambulance	**15**	90	$250/half % < 90%	
	C3	ALS /BLS Ambulance	**8/10*** **	90	$500/half % < 90%	

Zone	Priority Level	Resource	Performance Standard (minutes or less)	% Minimum Compliance	Aggregate Performance Liquidated Damages	
SUBURBAN						
	C1	ALS /BLS Ambulance	**20** -	90	$250/half % < 90%	
	C3	ALS / BLS Ambulance	**12/15*** **	90	$500/half% < 90%	
Zone	**Priority Level**	**Resource**	**Performance Standard (minutes or less)**	**% Minimum Compliance**	**Aggregate Performance Liquidated Damages**	

RURAL						
	C1	ALS / BLS Ambulance	**30**	90	$250/half % < 90%	
	C3	ALS BLS Ambulance	**25**	90	$500/half % < 90%	
Zone	**Priority Level**	**Resource**	**Performance Standard (minutes or less)**	**% Minimum Compliance**	**Aggregate Performance Liquidated Damages**	
FRONTIER						

	C1	ALS / BLS Ambulance	**130**	90	$250/half % < 90%	
	C3	ALS / BLS Ambulance	**120**	90	$500/half % < 90%	

** 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.

Urban Zones:
Participating Providers have agreed to provide an ALS response in 8 minutes or less, therefore extending the Ambulance response time by 2 minutes.

Suburban Zones:
Participating Providers have agreed to provide an ALS response in 12 minutes or less, therefore extending the Ambulance response time by 3 minutes.

Ambulance response times will not be extended in Zones without Participating Providers agreements. **

H. APPENDIX H- RESPONSE INTERVAL REPORTS FORMAT

Response Reports

Response Time Interval is defined as the time interval from initial ambulance assignment to unit at scene.

1. Apply inclusion/exclusion criteria as defined by the PRA.

2. Provide reports / charts in MS Excel. Use the QI Macros plugin as appropriate to simplify the reporting and charting. A different Excel plugin or software tool may be used with approval of the PRA.

3. Separate reports and data files for emergency responses.

    a. Separate reports for month, Franchise Agreement annual, and for the entire Franchise Agreement period to date.

i. Point maps covering the entire ASA

    a) Green points for in-compliance responses.

    b) Orange points for responses within 150% of response interval requirement.

    c) Red point for responses >200% of response interval requirement.

ii. Tabular Reports

    a) # responses

    b) Average

    c) Standard deviation

    d) Interval values at 90th and 100th percentiles

    e) % compliance to 90th and 100th percentiles

    f) Each reporting period is a new top row on the table

iii. Monthly Response Time Interval Run or Control Charts

    a) Provide a run chart of the response time interval performance with the following data lines: Average, 90th fractile, 100th fractile.

    b) Starting with month 13 of the Franchise Agreement, upgrade the simple run chart with existing data into a properly configured

statistical process control chart (as specified by the MRA or PRA) and continue on with the new chart.

iv. Monthly Response Time Interval Distribution Charts

a) Provide a bar graph distribution plot of response time interval in one-minute increments

i. include labels for count # on each bar

vertical axis – # of cases; Horizontal axis – minutes

I. APPENDIX I- OPERATIONAL ELEMENTS AND DATA FILE FORMATS

Individual Response Data Elements File Format

The Parties acknowledge that CCOM and LOCOM are the primary data sources for the data set forth in this Appendix. If the data below is not available from CCOM or LOCOM. If the data is available, the Franchisee shall provide CCEMS with an Excel data file on a monthly basis containing a specified set of data fields for every response request that was received from or referred to the Clackamas County PSAPs. The specifics of the data fields, formats and order of storage and presentation may be changed at the discretion of the CCEMS.

Numerical fields shall be stored and displayed in numerical format; text and mixed content fields shall be in 'general' format; date fields shall be stored in Excel serial number date format (i.e., the number of elapsed days starting with '1' for January 1, 1900) and displayed in MM/DD/YYYY format. This would result in September 10, 2013 being stored as 41527 and displayed as 09/10/2013.

Time fields shall be stored in Excel serial number date and decimal time format. This would result in one second after 9:00 AM on September 10, 2013 being stored as 41527.37501157407 and displayed as 09/10/2013 09:00:01.

List of required data elements per incident, one incident per row:

a. PSAP Incident number
b. Ambulance CAD incident number
c. Call received by original call taker (PSAP or ambulance staff)
d. PSAP call screening completed (disregard if call initially received at ambulance call take console)
e. Call received by ambulance call taker
f. Ambulance call screening completed
g. Initial unit notification time
h. Initial unit enroute time
i. Initial unit on scene time
j. Initial unit crew at patient time
k. Latitude and longitude of call location
l. Urban, suburban or rural
m. Initial response priority
n. Response priority at time of scene arrival
o. Dispatch assigned nature of call code
p. ePCR primary clinical impression code

J. APPENDIX J-AMBULANCE UNAVAILABILITY REPORT FORMAT

Ambulance Unavailability Report

1. The Franchisee shall provide CCEMS with an Excel data file that is updated on a monthly basis containing a specified set of data fields for every call that occurred during ambulance unavailability. The specifics of the data fields, formats and order of storage and presentation may be changed at the discretion of the CCEMS.

2. This report shall include emergency calls received within the Clackamas Ambulance Service Area (ASA) during which no ambulance was available for immediate dispatch at the time the call was received. This includes all incidents where an ambulance was not assigned promptly due to a lack of available units, resulting in delayed response times. The tracking period for each incident begins at the time the emergency call is logged and continues until an ambulance is dispatched or arrives on scene.

3. Numerical fields shall be stored and displayed in numerical format; text and mixed content fields shall be in 'general' format; date fields shall be stored in Excel serial number date format (i.e., the number of elapsed days starting with '1' for January 1, 1900) and displayed in MM/DD/YYYY format. This would result in September 10, 2013 being stored as 41527 and displayed as 09/10/2013.

4. Time fields shall be stored in Excel serial number date and decimal time format. This would result in one second after 9:00 AM on September 10, 2013, being stored as 41527.37501157407 and displayed as 09/10/2013 09:00:01.

5. On the first tab of the workbook, the worksheet will include the following required data elements for each ambulance unavailability event with one event per row:

6. The latest event shall be at the top of the worksheet very first event will be at the bottom of the worksheet.

7. A separate tab of the workbook will have a line graph showing the number of emergency calls during ambulance unavailability events each month from the first month of the contract to the current month of the contract, such that at the end of one year, there will 12 data points on the graph.

8. Another tab of the workbook will have a line graph showing the total time duration of emergency calls that were without an ambulance for each month from the first month of the contract to the current month of the contract, such that at the end of one year, there will 12 data points on the graph.

9. Another tab of the workbook will summarize the months with columns for:

10. Year
11. Month
12. Number of emergency calls during ambulance unavailability events
13. Number of minutes during ambulance unavailability events.
14. Exemptions and Exceptions (requests and approvals)
15. Each month will be one row.

K. APPENDIX K- CLINICAL DATA PERFORMANCE AND REPORTING REQUIREMENTS

General. For purposes of evaluating each reporting category in this Appendix for Incentive credits, compliance shall be calculated bimonthly at the end of each even month or. All cases shall be reported and reviewed on a monthly basis. Any new clinical data, performance or reporting requirements that the Parties want to add after the start of this Franchise Agreement that do not have mutual agreement between the County and the Franchisee will be taken to the County's EMS Quality Improvement Committee for their input before a final decision is made by the County. If that decision by the County is unacceptable, the Franchisee may exercise its options as described in the Clinical Performance Requirements Section of this Franchise Agreement.

1. Use of Cardiac Arrest Performance Data Collection Technology

    1. Franchisee shall utilize technologies on each cardiac arrest case with attempted resuscitation that are capable of providing real-time feedback as well as post-case data retrieval and analysis of the data required for calculation of the required cardiac arrest performance metrics.

    2. Reporting Format

    3. Excel Tables

    4. Cumulative table of all eligible cases (from start of implementation to present)

    5. Incident number

    6. Date-time call received

    7. Was all required CPR performance monitoring technology deployed on the case (yes/no)

    8. Date-Time clear from: hospital l or on-scene termination

    9. Date-Time of defibrillator data upload to the County

    10. Time interval from hospital or on-scene clear time (TOR) to defibrillator data upload to the County]

    11. Was the time clear to upload interval <24 hours? (yes/no)]

    12. Was the time clear to upload interval <4 hours? (yes/no)]

    13. Identification of any good cause or extenuating circumstances exceptions

    14. Excel charts

    15. Time interval from hospital arrival or on-scene termination to defibrillator data upload to the County for all cases to date (from start of Franchise Agreement)

16. Labeled with the ambulance run number and PSAP incident number for each eligible case to date (from start of Franchise Agreement)

17. Starting with month 13 of the Franchise Agreement, upgrade the simple run chart with existing data into a properly configured statistical process control chart (as specified by the MRA or PRA) and continue on with the new chart.

2. Generation of CPR Performance Feedback Reports

1. Franchisee shall generate an annotated report for cardiac arrest cases that do not have a traumatic etiology and resuscitation efforts of ≥2min, and send to the treating clinicians, as well as upload to the County within 5 business days after clearing the hospital or the scene in the event of a termination of resuscitation. Five business days will be calculated from the time of event to the same time on the fifth business day. If the event occurs on a non-business day, the clock will start at 9:00AM on the next business day. For cases that meet eligibility, data will be analyzed from the start of the resuscitative efforts. The report shall be generated using the defibrillator data file(s) for the case in combination with the defibrillator manufacturer's case review software for CPR performance analysis (e.g., Code-Stat for Stryker defibrillators).

2. An annotated post-case CPR performance report, for the purposes of this contract, is a report that appropriately adjusts the time frames for the presence or absence of ROSC based on information from the electrical impedance signal, compression data points, capnograph, pulse ox, audio, or ePCR. If there is a question on the appropriateness of the annotations for ROSC time frame adjustments on a particular report as it relates to this performance standard, the EMSMD's determination on annotation appropriateness will be final.

3. Reporting Format

4. Excel Tables

5. Table of all eligible cases for the month.

6. Incident number

7. Date /time call received

8. Was a properly generated CPR performance report generated for the case? (yes/no)

9. Date-Time of hospital or on-scene termination clear

10. Date-Time of report upload to the WCEMS

11. Time interval from hospital or on-scene termination clear to report upload to the County

12. Was the clear to upload interval <2 business days? (yes/no)

13. Identification of any good cause or extenuating circumstances exceptions

3. Compression Rate

    1. The average annotated rate of chest compressions on adult patients shall be within 100 to 120 per minute (target range) on individual cases with at least 80% reliability on the aggregate of cases for each reporting period.

    2. Reporting Format

    3. Excel Tables

    4. Table of all eligible cases for the month.

    5. Incident number

    6. Date /time call received

    7. Was all required CPR performance monitoring technology deployed on the case (yes/no)

    8. Compression rate average for case

    9. Was the compression rate average for the case in the 100 to 120 / min range? (yes/no; no if the measurement is not available)

    10. Identification of any good cause or extenuating circumstances exceptions

4. Compression Fraction

    1. The average annotated compression fraction on an adult resuscitation case shall be at least 60% (0.6) on individual cases (target range) with 80% reliability on the aggregate of cases for each reporting period.

    2. Reporting Format

    3. Excel Tables

    4. Table of all eligible cases for the month.

    5. Incident number

    6. Date /time call received

7. Was all required CPR performance monitoring technology deployed on the case (yes/no)
8. Compression fraction for case
9. Was the compression fraction for the case at least 80% (yes/no; no if the measurement is not available)
10. Identification of any good cause or extenuating circumstances exceptions

5. Compression Pauses

1. No single pause in compressions shall be greater than 10 seconds with at least 80% reliability on the aggregate of cases for each reporting period.
2. Reporting Format
3. Excel Tables
4. Table of all eligible cases for the month.
5. Incident number
6. Date / time call received
7. Was all required CPR performance monitoring technology deployed on the case (yes/no)
8. Number of pauses greater than 10 seconds for the case
9. Length of longest pause for the case
10. All pauses for case 10 seconds or less (yes/no; no if the measurement is not available)
11. Identification of any good cause or extenuating circumstances exceptions

6. Ventilation Rate

1. The annotated average rate of ventilation on adult patients shall be within 4-12 per minute (target range) on individual cases with at least 80% reliability on the aggregate of cases for each reporting period.
2. Excel Tables
3. Table of all eligible cases for the month.
4. Incident number

5. Date /time call received

6. Was all required CPR performance monitoring technology deployed on the case (yes/no)

7. Ventilation rate average for case

8. Was the ventilation rate average for the case in the 4 to 12 / min range? (yes/no; no if the measurement is not available)

9. Identification of any good cause or extenuating circumstances exceptions

L. APPENDIX L- WILDERNESS MEDICAL PROGRAM

AMR agrees to continue providing the Wilderness Medical Program, also known as the Reach & Treat (R.A.T.) Team, through at least April 30, 2026, in lieu of liquidated damages incurred during the 2024–2025 contract year with Clackamas County. Both parties agree to collaborate in good faith on a community outreach and engagement process aimed at identifying sustainable funding options to support the continued delivery of these community-based services in Clackamas County during this period.

Reach & Treat (R.A.T.) Team Overview

The R.A.T. Team is a specialized unit composed of trained paramedics capable of delivering advanced patient care and performing technical rescues in diverse wilderness environments. The team has been extensively deployed for local search and rescue missions, national disaster responses, wildfire incidents, and as public educators on emergency care for the sick and injured.

The R.A.T. Team's mission is to deploy specially trained paramedics who utilize advanced medical techniques to rapidly assess, stabilize, and assist in the evacuation of patients from wilderness settings.

Training & Participation

All R.A.T. Team members are required to complete an initial Reach and Treat Training Academy, as detailed in the *Levels of Participation* section. This academy consists of a minimum of 168 hours of combined classroom and field instruction. Once active, team members must meet ongoing refresher training and skills maintenance requirements.

Staffing Requirements

Each R.A.T. Team unit is ideally staffed with two Rescue-Level Lead Paramedics. However, due to operational limitations, the minimum staffing requirement is one Rescue-Level R.A.T. Team member and one Support-Level member. Qualification standards for each level are outlined in the *Levels of Participation* section.

Team members are expected to make every effort to cover open shifts with qualified personnel. Transfers to other units will only be approved if a suitably qualified replacement is available.

Gear Requirements

R.A.T. Team members are responsible for maintaining a minimum set of pre-approved gear in operational conditions. This equipment must be available and functional during all team activities, including missions, training, and shift assignments. AMR will provide all required gear to team members at no cost.

M. APPENDIX M- RIVER SAFETY PROGRAM

AMR agrees to continue operating the River Safety Program through at least September 6, 2025, in lieu of liquidated damages incurred during the 2024–2025 contract year with Clackamas County. Both parties will collaborate in good faith on a community outreach and engagement process to explore sustainable funding for the continued provision of this program.

This program delivers water rescue services—both preventative and responsive—at High Rocks on the Clackamas River and other open-water environments during special events. River Rescue Technicians serve as Incident Commanders during water rescues until relieved by the Clackamas County Sheriff's Office Marine Unit or the SAR Coordinator. The program is operated in coordination with the cities of Gladstone and Oregon City through Memoranda of Understanding.

Principal Responsibilities

1. Provide water safety education and prevention services to the public and media.
2. Report criminal or alcohol-related activity to the appropriate police department via radio.
3. Conduct daily inventory and maintenance of rescue and medical equipment.
4. Assess water conditions at the start of each shift, including:
    - Shore-based evaluation of channel flow.
    - In-water assessment of eddies and hydraulics.
5. Execute shore-based rescue techniques (e.g., rope or buoy deployment, flotation throw).
6. Conduct in-water surface rescues using kayaks, rescue cans, or physical contact.
7. Support Clackamas County Sheriff Marine Unit as requested.
8. Participate in monthly skills drills.
9. Follow the AMR River Rescue Program Standard Operating Guidelines.
10. Respond to off-site incidents as directed by the Program Coordinator.

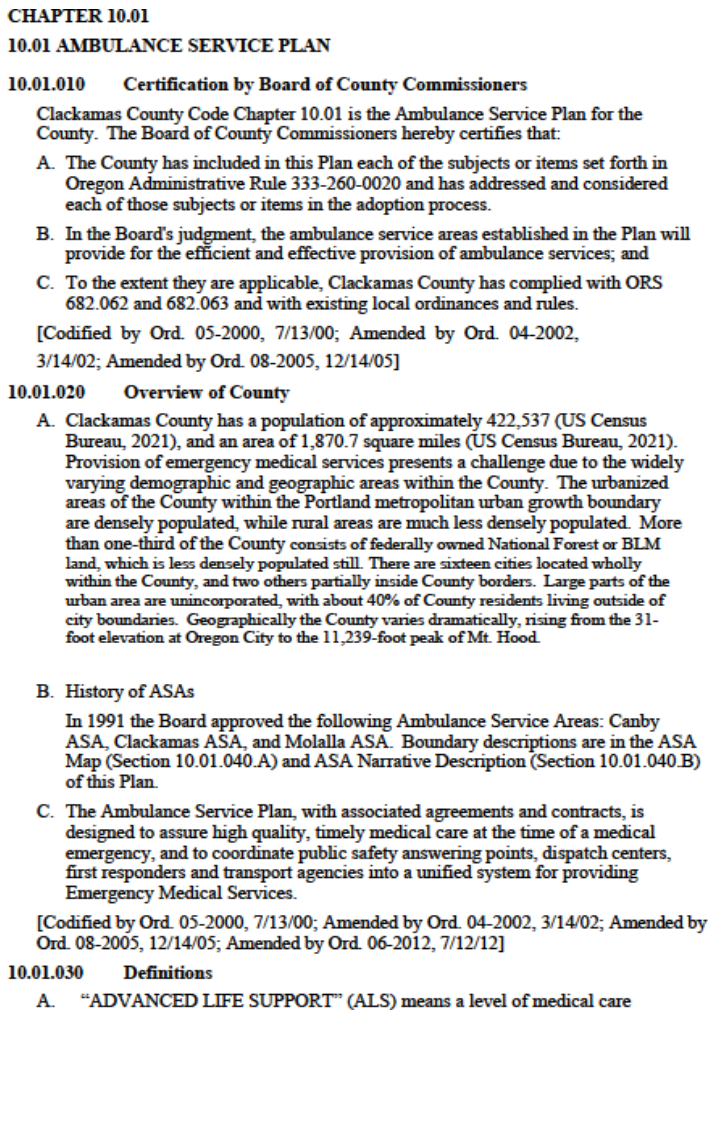
Minimum Qualifications

1. Current EMT, Advanced EMT, or Paramedic certification in Oregon.
2. Current CPR certification.
3. Ability to swim 500 meters in 10 minutes or less.
4. Strong multitasking and prioritization skills.
5. Capacity to work independently and as part of a team.
6. Ability to maintain discretion and confidentiality.
7. Ability to perform essential job functions.
8. Regular and reliable attendance.

Valid driver's license and compliance with AMR's driving policy.

N. APPENDIX N – AMBULANCE SERVICE PLAN

(Click on picture below to open the Ambulance Service Plan)



CHAPTER 10.01

10.01 AMBULANCE SERVICE PLAN

10.01.010 Certification by Board of County Commissioners

Clackamas County Code Chapter 10.01 is the Ambulance Service Plan for the County. The Board of County Commissioners hereby certifies that:

A. The County has included in this Plan each of the subjects or items set forth in Oregon Administrative Rule 333-260-0020 and has addressed and considered each of those subjects or items in the adoption process.

B. In the Board's judgment, the ambulance service areas established in the Plan will provide for the efficient and effective provision of ambulance services; and

C. To the extent they are applicable, Clackamas County has complied with ORS 682.062 and 682.063 and with existing local ordinances and rules.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05]

10.01.020 Overview of County

A. Clackamas County has a population of approximately 422,537 (US Census Bureau, 2021), and an area of 1,870.7 square miles (US Census Bureau, 2021). Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County within the Portland metropolitan urban growth boundary are densely populated, while rural areas are much less densely populated. More than one-third of the County consists of federally owned National Forest or BLM land, which is less densely populated still. There are sixteen cities located wholly within the County, and two others partially inside County borders. Large parts of the urban area are unincorporated, with about 40% of County residents living outside of city boundaries. Geographically the County varies dramatically, rising from the 31-foot elevation at Oregon City to the 11,239-foot peak of Mt. Hood.

B. History of ASAs

In 1991 the Board approved the following Ambulance Service Areas: Canby ASA, Clackamas ASA, and Molalla ASA. Boundary descriptions are in the ASA Map (Section 10.01.040.A) and ASA Narrative Description (Section 10.01.040.B) of this Plan.

C. The Ambulance Service Plan, with associated agreements and contracts, is designed to assure high quality, timely medical care at the time of a medical emergency, and to coordinate public safety answering points, dispatch centers, first responders and transport agencies into a unified system for providing Emergency Medical Services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12]

10.01.030 Definitions

A. "ADVANCED LIFE SUPPORT" (ALS) means a level of medical care

O. APPENDIX O – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into upon execution by and between **Clackamas County,** on behalf of the Public Health Division of its Department of Health, Housing and Human Services ("Covered Entity"), and **American Medical Response Northwest, Inc.** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

I. RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity.

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

II. SECTION I – DEFINITIONS

1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member's course and scope of employment or placement;

1.1.2 Inadvertent one-time disclosure between Covered Entity or Business Associate Work force members; and

1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.

1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.

1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.

1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.

1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.

1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.

1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

III. SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;

2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;

2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;

2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;

2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;

2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity

to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;

2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;

2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

IV. SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,

3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

a. **Use for management and administration**. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
b. **Disclose for management and administration**. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

VI. SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
b. In plain language including and to the extent possible:
    1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
    2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach.

4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

c. By a method of notification that meets the requirements of 45 CFR §164.404(d).

d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

VII. SECTION VI – TERM AND TERMINATION

6.1 **Term**. The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause**. Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the

violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination**.

a. **Return or Destruction of PHI**. Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible**. In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

VIII. SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references**. A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law**. In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 **Amendment**. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate**. Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual

and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival**. The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.

7.6 **Interpretation**. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

American Medical Response Northwest, Inc.	**Clackamas County**
By: DocuSigned by: Sean Russell EEF85C1C1FB9400...	By: _____
Authorized Signature	Authorized Signature
Sean Russell	Health, Housing, and Human Services
Title: Region President	Title: _____
Date: 7/17/2025	Date: _____

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