



**FRANCHISE AGREEMENT FOR
EMERGENCY AMBULANCE SERVICES
WASHINGTON COUNTY, OREGON**

SEPTEMBER 19, 2023

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I. INTRODUCTION

1 Prompt response and transport to a hospital have been the essential terms of
2 ambulance service agreements for decades. Clinical standards, dynamic deployment,
3 and contingency planning have traditionally been given less weight, if addressed at all.
4 This Franchise Agreement is intended to capture the evolution of Emergency Medical
5 Services and memorialize the agreement between Washington County and the service
6 provider; an agreement that will incorporate:

- 7 1. Clinical and operational performance
- 8 2. Financial protections to the community and the oversight agency
- 9 3. Assurances for continuity of services in the event of major default or Franchisee's
10 terminating operations or dissolution
- 11 4. Public transparency and accountability

12 II. DEFINITIONS

13 AAA Contracting Guide (AAACG) – The most recent version of the document
14 entitled, “American Ambulance Association: Structured for Quality: Best Practices
15 in Designing, Managing and Contracting for Emergency Ambulance Service.” or
16 a more recent title that has replaced it.

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

19 Affiliated Entity – An Affiliated Entity shall mean a business entity which directly
20 or indirectly (i) controls, (ii) is controlled by or (iii) is under common control with,
21 another business entity or person. A person or entity shall be deemed to control
22 another person or business entity if the first party possesses, directly or indirectly
23 the power to direct, or cause the direction of, the management and policies of the
24 second party, whether through the ownership of voting securities or rights,
25 common directors, trustees or officers, by Franchise Agreement or otherwise.

26 Ambulance Service Area (ASA) – Defined areas for which an ambulance service
27 provider is assigned market rights for delivery of emergency ambulance services
28 and has performance accountability.

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

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

35 Code 1 Ambulance Response – Ground ambulance service in which there is an
36 immediate response made without lights and sirens. It will have a lower priority
37 than Code 3 Ambulance Responses.

38 Code 3 Ambulance Response – Ground ambulance service in which there is an
39 immediate response made using lights and sirens. These are the highest priority
40 responses and should not be delayed for any reason.

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

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

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

51 Franchisee – American Medical Response Northwest, Inc. is the ambulance
52 service that is party to this Franchise Agreement.

53 Non-Emergency Ambulance Service – Ground ambulance service initiated
54 through the ambulance Franchisee’s 10-digit number and does not meet criteria
55 for upgrading to a Code 3 or Code 1; or referred to the ambulance service for a
56 lower-level (not Code 3 or Code 1) non-emergency response.

57 Medical Review Agent (MRA) – The person or entity appointed by Washington
58 County to review clinical performance, investigate clinical concerns about care
59 delivery. This role is assigned to the County EMS Medical Director.

60 Performance Review Agent (PRA) – The person or entity appointed by
61 Washington County to review provider administrative, managerial, operational
62 and delivery of service performance and investigate or refer related issues for
63 investigation. This role is assigned to the County EMS Program Supervisor.

64 Public Safety Answering Point (PSAP) – the public operation responsible for
65 receiving 9-1-1 calls and processing the calls in compliance with applicable
66 operating guides, including the assignment of responding units, collecting and
67 disclosing or distributing the data associated with the calls. “9-1-1 calls” shall
68 include all requests received by the PSAP, regardless of whether the
69 communication originates via a user dialing or encoding “9-1-1” or establishes
70 the communication through other means, including, but not limited to 10-digit
71 access numbers, text messaging, radio broadcast, monitored social media
72 accounts or other PSAP monitored technology.

73 Washington County Consolidated Communications Agency (WCCCA) – The
74 Washington County communications center formed under the authority of
75 Oregon Revised Statutes (ORS) 190 by the execution of an Intergovernmental
76 Agreement originally between participating jurisdictions and operates as a PSAP.

77 Washington County EMS Program (WCEMS) – means the office within
78 Washington County government which provides oversight and direction to EMS
79 activities within the County.

80 **III. SCOPE AND PARAMETERS**

81 WCEMS is establishing an exclusive franchise and Franchise Agreement for emergency
82 ground ambulance services that is intended to assure:

- 83 1. Practices that foster clinical and operational excellence;
- 84 2. Transparency and accountability in performance; and
- 85 3. A systems approach to service delivery.

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

90 **A. SERVICES TO BE PROVIDED**

91 1. Ambulance Service

92 The Franchisee will send a BLS or ALS ambulance in response to all requests for
93 emergency ambulance service referred to the Franchisee that are received through a 9-
94 1-1 PSAP, to include calls that may lie outside the Franchisee's exclusive ASA for
95 purposes of mutual aid, closest unit response, or other situations deemed appropriate
96 by the PSAP.

97 Ambulance services provided under this Franchise Agreement will be delivered in
98 accordance with all applicable, City, County, State, and Federal laws, rules, standards,
99 and regulations. Additionally, the Franchisee shall comply to all applicable protocols,
100 policies, guidelines, procedures, and WCEMS. The Franchisee shall have the
101 opportunity to express objection to changes and to offer alternatives, however, the
102 County's and system Medical Director's authority decision(s) are final.

103 2. Medical Equipment and Supplies

104 All ambulances, medical supplies and equipment, and office facilities used in this
105 contract will be provided and maintained by Franchisee. The Parties are committed to
106 introducing new equipment and technologies to better meet the needs of the people in
107 Washington County when needed. The Franchisee agrees to remain current with
108 trends in medical transportation services, actively pursuing upgrades identified by the
109 County.

110 3. One-for-One Restocking

111 Franchisee will provide all fire departments, law enforcement groups and other first
112 responder agencies with one-for-one restocking of disposable medical supplies at no
113 cost. (as specified in the WCEMS Administrative Rules):

- 114 a. The emergency ambulance franchise holder shall maintain a resupply
 115 program for Washington County first responder fire departments and
 116 districts, for those supplies used directly for patient care. The details
 117 and logistics of the resupply program shall be established by the
 118 Franchisee and any participant in accordance with applicable federal,
 119 state and local laws.
- 120 b. The scope of the resupply program shall be limited to the restocking, or
 121 reimbursing the costs of, non-durable medical/support supplies and
 122 pharmaceuticals utilized in providing first response to 9-1-1 medical
 123 calls that result in an ambulance response to the scene.
- 124 c. The Franchisee is not responsible to replace lost or damaged supplies
 125 or medications.
- 126 d. DEA Schedules I, II, III and IV controlled medications are not part of
 127 the resupply program.
- 128 e. The Franchisee must collaborate with the first responder agencies in
 129 meeting this requirement.

130 4. Disaster Preparedness

131 Franchisee personnel will be trained in FEMA Incident Command System (ICS) and
 132 National Incident Management System (NIMS) courses to better collaborate with local,
 133 regional, and national responders during disasters and other unplanned events. The
 134 table below summarizes these training requirements.

Employee Type	Field	Field Supervisor	Manager
ICS-100	X	X	X
ICS-200	X	X	X
ICS-300	Optional	X	X
ICS-400	Optional	X	X
IS-700b	X	X	X
IS-800a	X	X	X

135

136 Franchisee, PRA, MRA and County EMS program staff will regularly engage with local
 137 emergency response partners to plan and practice how to coordinate operations in
 138 emergency and disaster situations.

139 5. System Operations Integration

140 Franchisee will fully integrate their EMS assets and operation into the existing and
 141 evolving County EMS system and work collaboratively and cooperatively with all other
 142 EMS providers, regardless of their ownership, corporate structure or EMS system role.

143 6. Subcontracting of Service with Fire Departments/Districts

144 Franchisee is permitted to subcontract services to other agencies/entities, including fire
145 departments or districts within the County, provided WCEMS approves of such
146 arrangements which approval shall not be unreasonably withheld, conditioned or
147 delayed. However, any such subcontracting shall not relieve Franchisee from all
148 compliance responsibility with performance standards identified in the Franchise
149 Agreement in the subcontracted areas.

150 7. Hospital Relations

151 Franchisee will make available de-identified data to the hospitals of the County EMS
152 system related to EMS volume, acuity scores, heat mapping of EMS incidents by type
153 and time of day and day of week, specialty activations, and patients' dispositions,
154 including receiving facility if transported.

155 The County will convene and facilitate a working task force to address the issue of
156 excessive turnaround time at destination hospitals. This task force will include, at the
157 least, WCEMS representatives, the Franchisee, other County EMS agencies and
158 affected hospital representatives.

159 Franchisee will utilize all resources, and programs, at their disposal as well as partner
160 with emergency department staff on new test programs to reduce excessive turnaround
161 times.

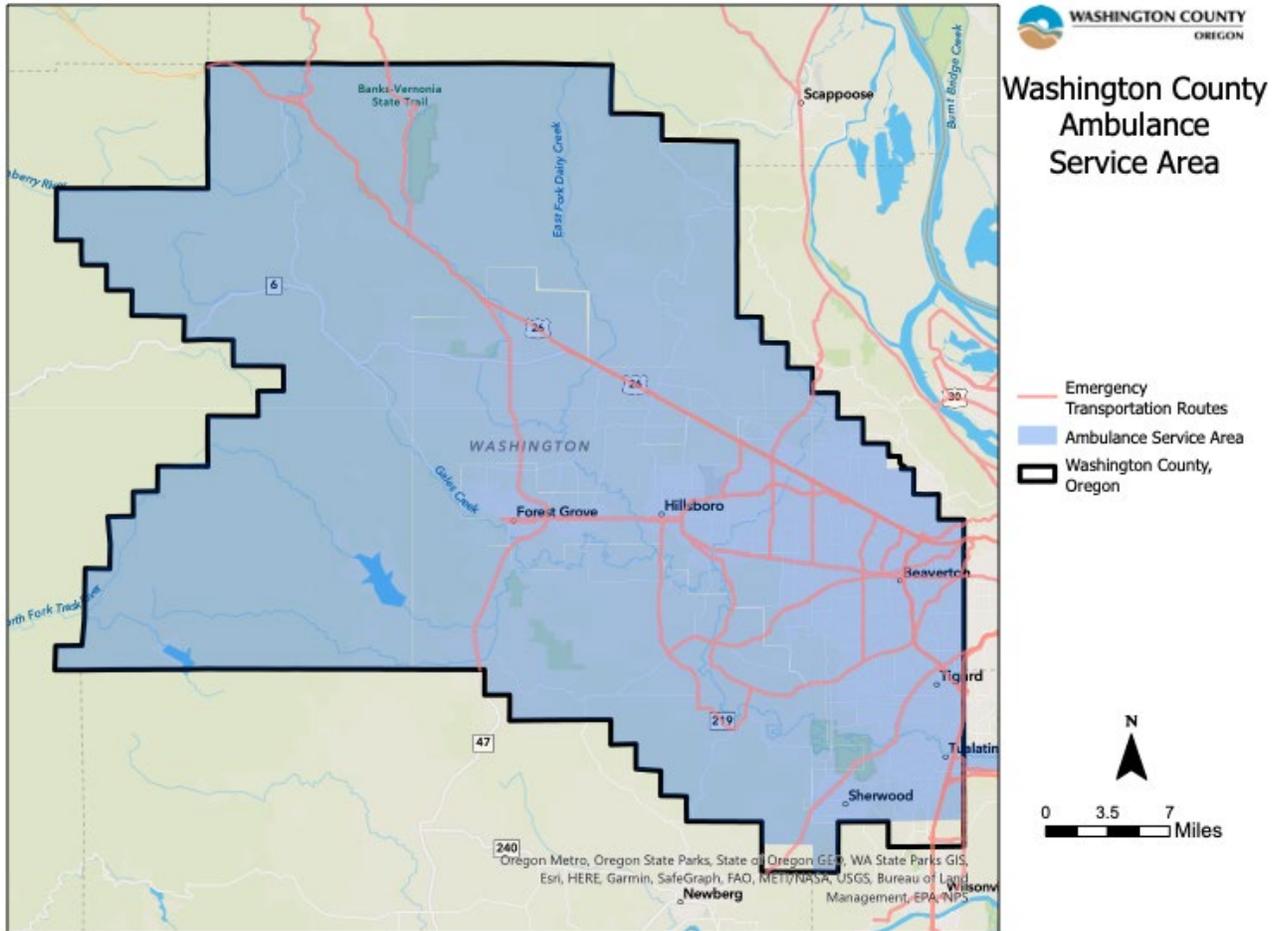
162 8. American Heart Association (AHA) Mission Lifeline®

163 Franchisee shall lead the initiative to, and be responsible for, applying for the annual
164 AHA Mission Lifeline EMS award recognition program at a system level, including
165 actively pursuing and recruiting partners and contributors, as may be permitted by AHA
166 under its rules and eligibility requirements.

167 **B. SERVICE AREAS**

168 This exclusive Franchise Agreement assigns the Franchisee the entire Washington
169 County ASA for emergency ambulance service for requests initiated through the 9-1-1
170 system as well as requests received directly by the ambulance Franchisee for calls
171 meeting WCEMS triage protocol criteria for emergency ambulance service at locations
172 in the Washington County ASA. No other entities will be allowed to provide emergency
173 ambulance service within the ASA other than in situations of mutual aid or sub-
174 franchisee agreement to other WCEMS approved providers. Such arrangements require
175 approval of WCEMS.

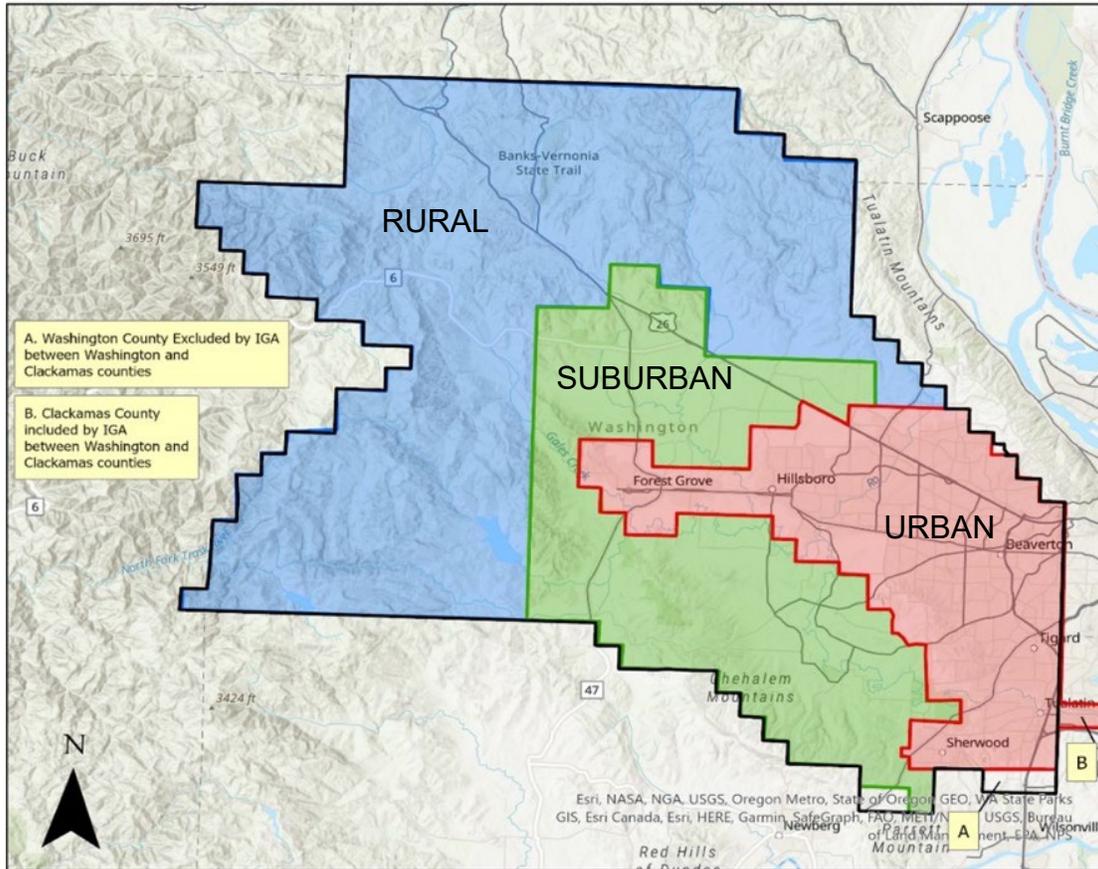
176 This Franchise Agreement does not impact the delivery of non-emergency ambulance
177 service in the ASA. The Franchisee has the option to also provide non-emergency
178 ambulance service in the ASA. Provision of non-emergency ambulance services is not
179 required of the emergency ambulance service provider.



180

181 Response time zones are delineated in the following map.

182



183

184 In accordance with the Washington County ASA plan, the County will monitor response
185 times in the four equity zones as defined in the County ASA to coordinate if it is
186 observed that response times are disparate or variable.

187 **C. INITIAL SYSTEM DEPLOYMENT AND STATUS MANAGEMENT PLAN**

188 Franchisee is required to provide a System Status Management (SSM) plan throughout
189 the term of this Franchise Agreement, to WCCCA for use in dispatching and utilizing the
190 Franchisee’s EMS assets. The Franchisee may modify the plan, no more than once a
191 month unless extraordinary circumstances require more frequent changes. Franchisee
192 must obtain permission from WCEMS to change the SSM plan more than once a
193 month. Day-to-day and minor deviations to SSM shall not be considered changes to the
194 SSM but shall be promptly reported to WCEMS.

195 The SSM plan will maintain a continuous focus on response time compliance,
196 minimizing crew fatigue and avoiding excessively high Unit Hour Utilization (UHU) that
197 exacerbates vehicle accidents and staff fatigue.

198 Franchisee is required to provide a Deployment Model that is designed to meet the
199 operational and clinical performance standards identified in this Franchise Agreement.

200 The Deployment Model should be continuously updated to improve compliance with all
201 operational and clinical performance standards identified in this Franchise Agreement.

202 Franchisee will host a System Status Management Advisory Committee (SSMAC),
203 which would include key stakeholders from the County and fire service. This group will
204 provide advice on the Franchisee's deployment model and SSM plan.

205 Franchisee will also provide the latest in Automated Vehicle Location (AVL) technology
206 using information from dispatch—such as vehicles, their positions and their status—to
207 display on a digital map that is continuously updated in real time. Franchisee will
208 provide that graphic or line display to WCCCA to assist with closest unit selection, and
209 to any other County or Fire partner who wants it, at Franchisee's expense.

210 **D. PERFORMANCE-BASED AGREEMENT**

211 This is a performance based Franchise Agreement. Therefore, the Franchise
212 Agreement's requirements shall place a significant emphasis upon performance
213 measures, reporting, compliance, and verification. Penalties for non-compliance,
214 including termination of the Franchise Agreement, may be imposed by WCEMS in
215 accordance with the terms of the Franchise Agreement.

216 **E. DURATION OF AGREEMENT**

217 1. Initial Term of Franchise Agreement and Terms of Potential Extensions

218 This Franchise Agreement takes into consideration the fact that the
219 establishment of an effective and profitable ambulance service is complex
220 and requires considerable on-going investments. The County recognizes
221 that profitability is needed to ensure stability and maintain high quality
222 service. Therefore, the Franchise Agreement is for an initial term of five (5)
223 years, with the possibility of two extensions, of three years each, for a total
224 potential Franchise Agreement duration of eleven (11) years. Extensions
225 to the initial 5-year Franchise Agreement shall strongly consider
226 Franchisee performance, but the decision to award any extensions will be
227 at the sole discretion of the County based on factors it deems appropriate.
228 Notwithstanding, any extension shall be agreed to by the Parties in a
229 written amendment with mutually agreeable terms.

230 2. Mandatory RFP / Competitive Review Process

231 At a minimum, at the end of the tenth (10th) year in the potential maximum
232 11 year period of this Franchise Agreement and extensions, the County
233 will reconsider its options and terms for ambulance service. The County
234 intends to place the entire service area out to bid in a competitive RFP
235 process as a means to assess the ambulance service market by
236 consideration of proposals from the incumbent Franchisee (if the
237 incumbent so chooses) and other bidders.

238 3. Notice on Extension and End of Franchise Agreement Decisions

239 WCEMS shall notify the Franchisee at least 12 months in advance of the
240 end of the initial five-year Franchise Agreement period and at least 12
241 months in advance of the end of the initial three-year Franchise
242 Agreement extension period (if awarded) on its decision to award an
243 extension. If a second extension is awarded, the Franchisee will be given
244 at least 12 months' notice of the County's decision regarding any future
245 RFPs or other options it may consider regarding how ambulance services
246 will be provided after the potential 11-year maximum Franchise
247 Agreement period. Notwithstanding the above, any extension shall be
248 agreed to by the Parties in a written amendment with mutually agreeable
249 terms.

250 **F. CONSIDERATION**

251 The sole consideration to the Franchisee for services rendered under this Franchise
252 Agreement are:

- 253 1. The award of exclusive emergency ambulance service market rights in the ASA;
- 254 2. The ability to collect revenues from fee-for-service or other payment
255 arrangements in accordance with rates requested and approved by the County.

256 The County will not be providing any funding / subsidy for services provided by the
257 Franchisee through this Franchise Agreement.

258 **G. AMBULANCE RATES AND ADJUSTMENTS**

259 The County finds that regulating ambulance service fees is necessary to ensure
260 availability, sustainability and adequacy of ambulance services in the County. The
261 following fees are hereby established by the County exercising sound legislative
262 judgment and shall be the only allowable ambulance service fees to be charged and
263 collected in the County for both private and public ambulances.

264 The approved base rate and allowed itemized charges that the Franchisee must use for
265 billing on emergency responses in the ASA will be set in accordance with the terms of
266 this Franchise Agreement.

267 Initial Board of County Commissioner approved emergency transportation rates starting
268 August 1, 2023:

- 269 1. \$1,633.56 – ALS base rate
- 270 2. \$1375.62 – BLS base rate
- 271 3. \$26.13 - Per patient loaded mile

272 In addition to above, Franchisee may charge the Medicaid treat no transport rate in
273 accordance with Medicaid requirements. Franchisee shall comply with the rate
274 requirements set forth by the County. Further, Franchisee shall not discount its rates or
275 collect a rate less than the rates set forth in herein (except where required by law, e.g.,

276 Medicare or Medicaid, or where a patient meets Franchisee’s compassionate care
 277 policy or County well program).

278 Regular and Ordinary Rate Increase. On an annual basis, on July 1st (starting July 1,
 279 2024) and until the termination of this Franchise Agreement, the Franchisee shall be
 280 entitled to automatically increase the rates using the Department of Labor, Bureau of
 281 Labor Statistics CPI for Portland-Vancouver-Hillsboro (or as the locality is otherwise
 282 defined by the U.S. Bureau of Labor Statistics for Washington County) – All Urban
 283 Consumers Index (“Area CPI”). To ensure the rate increase is in place on each July 1st,
 284 the Parties will use the Area CPI for the previous twelve (12) month period for which
 285 published figures are then available; provided Franchisee notify the PRA by June 1st)

286 The adjustment will be determined by the percentage changes of the following
 287 consumer price index Portland-Vancouver-Hillsboro - All Urban Consumers Index (Area
 288 CPI).

289 Each payer class will be weighted. This will account for the historical nominal increases
 290 from government payers and Contractor’s relative ability to collect increased rates from
 291 fixed government payors.

292 The formula is set forth in the table below. The numbers are for illustration purposes
 293 only.

Payer Class	Contractor Payor Mix	Payer Class Annual Increase	Percent of CPI = (Index ÷ Area CPI)	Weighted Net Collections = (Payor Mix X Percent of CPI)
Medicare	53.5%	2.00%	66.7%	35.7%
Commercial Insurance & Other Payers	19.5%	3.00%	100.0%	19.5%
Self-Pay	8.0%	0%	0.0%	0.0%
Medicaid	19.0%	0%	0.0%	0.0%
Sum of Weighted Payer Mix Collections:				55.2%
Area CPI Increase				3.0%
Adjusted Allowable Annual Rate Increase (Area CPI ÷ Sum of Weighted Payer Mix Collections):				5.4%
3.00%	CPI for Portland-Vancouver-Hillsboro – All Urban Consumers Index			
2.00%	Medicare ambulance allowed annual inflator			
0.0%	Medicaid ambulance allowed annual inflator			

294 **H. SERVICE FEE**

295 The Franchisee will be required to reimburse an annual service fee that will be payable
296 to Washington County.

297 The amount of this annual service fee will begin at \$800,000/yr. during the Franchise
298 Agreement period. The amount may be adjusted each year in response to changes in
299 costs and other WCEMS expenses. This franchise fee is subject to an increase each
300 year, on the anniversary date of service commencement, by up to 5%, determined
301 solely at the discretion of WCEMS.

302 The annual service fee will be paid in two installments per year. The first of these two
303 payments will be due on the start date of the Franchise Agreement and its anniversary
304 date thereafter for the duration of the Franchise Agreement and any extensions. The
305 second of two payments will be 6 months after the start date of the Franchise
306 Agreement and on the same date for the following, beginning from the for the duration
307 of the Franchise Agreement and any extensions. In addition to other potential remedies,
308 a late fee of \$500 per day may be assessed for each day past the due date for these
309 service fees.

310 The reimbursements to the County set forth in this Franchise Agreement shall be used
311 by the County only for EMS services, including the County's annual cost allocation and
312 no other County functions. EMS services are administration, program management,
313 oversight and monitoring, training and system improvements. No funds shall be used
314 by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal
315 Anti-Kickback Statute. The County represents that the reimbursement it receives from
316 Franchisee is less than and shall be less than the County's costs for EMS services
317 throughout the term of the Franchise Agreement.

318 **I. AMENDMENTS AND TERMINATION CLAUSE**

319 1. County Initiated Amendments and Termination Option.

320 The Franchisee recognizes the County's regulatory oversight and
321 authority over the emergency medical services system. The Franchisee
322 recognizes that the County may need to direct changes to the system to
323 improve delivery or advance the system. This section describes the
324 process when the County requests or initiates a change to performance,
325 equipment, technology, vehicles, research, practices, protocols or other
326 requirements established at the inception of the Franchise Agreement.
327 The PRA, with concurrence by the MRA, shall have the authority to
328 propose amendments to this Franchise Agreement with Franchisee
329 approval. The County shall send written notice to Franchisee to meet and
330 confer on the proposed change, the impact of the change and discuss the
331 costs of the change, funding for the change, rate adjustment, a subsidy,
332 operational changes or other considerations. Any material change as
333 determined by WCEMS shall require County Board of Commissioners and
334 Franchisee approval. Revisions to the Appendixes to this Franchise

335 Agreement do not require Board of Commissioners approval, and may be
336 approved by the County Administrator or their designee.

337 If the Parties cannot negotiate a mutually acceptable resolution to the
338 County requested change within thirty (30) days, either party may
339 terminate this Franchise Agreement with two hundred seventy (270) days'
340 written notice to the other and prior to implementation of the change. This
341 termination is in addition to the termination right in the Termination without
342 Cause section and shall not be limited by the two (2) year rule in that
343 section.

344 2. Franchisee Initiated Amendments and Termination Option.

345 At any time during the term of the Franchise Agreement, in the event of a
346 significant change or potential significant change beyond Franchisee's
347 control that will affect the costs, revenue or delivery of Franchisee's
348 services, Franchisee may send written notice to County to meet and
349 confer on the impact of the change and discuss proposed amendments
350 including, but not limited to a rate adjustment, a subsidy, operational
351 changes or other changes. Any material change as determined by
352 WCEMS shall require County Board of Commissioners and Franchisee
353 approval. Revisions to the Appendixes to this Franchise Agreement do not
354 require Board of Commissioners approval, and may be approved by the
355 County Administrator or their designee.

356 If the Parties cannot negotiate a mutually acceptable resolution to the
357 Franchisee requested change within thirty (30) days, either party may
358 terminate this Franchise Agreement with two hundred seventy (270) days'
359 written notice to the other. This termination is in addition to the termination
360 right in the Termination without Cause section and shall not be limited by
361 the two (2) year rule in that section.

362 3. Termination without Cause

363 Either party may terminate this Agreement without cause and without penalty with two
364 hundred and seventy (270) days prior written notice to the other party. Any without
365 cause termination shall not be effective before the end of the first two years of the
366 Agreement.

367 **J. FRANCHISEE OVERSIGHT**

368 1. Medical Review Agent (MRA)

369 WCEMS will designate its County EMS Medical Director as the MRA for this Franchise
370 Agreement. The roles and responsibilities of the MRA are described in Appendix A and
371 as referenced in the body of this document. In general, the MRA oversees the clinical
372 aspects of the Franchise Agreement.

373 2. Performance Review Agent (PRA)

374 WCEMS will designate its EMS Supervisor as the PRA for this Franchise Agreement.
375 The roles and responsibilities of the PRA are described in Appendix A and as
376 referenced in the body of this document. In general, the PRA oversees the operational
377 aspects of the Franchise Agreement.

378 3. Right to Audit Records, Facilities, Vehicles and Processes

379 The PRA, the MRA and the elected Washington County Auditor, or their designees,
380 shall have the right to inspect, audit, and copy all records related to delivery of services
381 under this Franchise Agreement, including, but not be limited to, inspection of records
382 from the State, training and certification records of Franchisee staff, patient care
383 records, dispatch records, financial documents, and any other applicable records with
384 advance notice of at least five (5) business days. Such records shall be made available
385 electronically and/or for inspection, audit and copy at a location within Washington
386 County, Oregon.

387 Each year, within 30 days of completion and preparation (usually in April or May),
388 Franchisee will submit unaudited financial statements for AMR Northwest's Washington
389 County operations and audited financials for the parent company, Global Medical
390 Response, Inc. for the prior calendar year.

391 The PRA, the MRA and the elected Washington County Auditor, or their designees,
392 shall have the right to inspect, audit, and observe processes in any facilities, or ride
393 along (in accordance with HIPAA and Franchisee's policies) on ambulances used
394 by the Franchisee in fulfillment of this Franchise Agreement.

395 4. Franchise Agreement Performance Review and Consequences of
396 Substandard Performance

397 The PRA and/or MRA may require periodic meetings with the Franchisee to review the
398 Franchisee's performance.

399 The PRA, in consultation with the MRA, shall have the authority and duty to consider
400 and resolve disputes or grievances concerning Franchise Agreement performance
401 matters which may arise during the term of the Franchise Agreement, and to assess
402 fines and penalties for infractions as defined in the Franchise Agreement. Any fine or
403 penalty assessed by the PRA or MRA may be appealed to the Manager of the
404 Washington County Health Division or their designated committee, whose
405 determination(s) will be final.

406 On specific matters of patient care, the MRA, in consultation with the PRA, shall have
407 the authority and duty to consider and resolve disputes or grievances concerning patient
408 care issues which may arise during the term of the Franchise Agreement, and to assess
409 fines and penalties for infractions as defined in the Franchise Agreement. Any fine or
410 penalty assessed by the MRA may be appealed to the Director of the Washington
411 County Health Department or their designated committee, whose determination(s) will
412 be final.

413 The Franchisee shall have a representative, with the requisite authority to respond to
414 and resolve issues, problems, disputes, and other matters that may come before the
415 PRA or MRA, in attendance at all Franchise Agreement review meetings unless
416 specifically excluded or excused in advance. Failure to do so for an individual meeting
417 may be considered a minor breach of Franchise Agreement. The Franchisee shall have
418 the right to bring before the PRA or MRA any matter pertaining to its operations and the
419 subject matter of the Franchise Agreement.

420 **IV. TECHNICAL REQUIREMENTS**

421 **A. ACCREDITATIONS**

422 Ambulance industry accreditations addresses a wide variety of general and operational
423 quality issues that are in the best interests of the community to have its ambulance
424 services in compliance with. Therefore, the Franchisee must obtain accreditation from
425 the Commission on Accreditation of Ambulance Services (or such other accreditation as
426 agreed) within 24 months of the start of the Franchise Agreement period. Franchisee
427 shall report to WCEMS accreditation approval, denial or revocation within 5 business
428 days.

429 Failure to obtain accreditation in the specified timeframe and to maintain it in good
430 standing for the life the Franchise Agreement and any extensions will constitute a minor
431 breach.

432 **B. STAFFING LEVELS**

433 The Franchisee will be required to staff its ambulances as indicated below and in
434 compliance with the County's Administrative Rules.

435 **1. ALS Ambulances**

436 The Franchisee shall provide ALS ambulances with a minimum of two staff members.
437 One of those staff members must be licensed in the State of Oregon and accredited by
438 WCEMS as a Paramedic. The other staff member must be certified as either an
439 Emergency Medical Technician ("EMT") or a Paramedic, as those terms are defined in
440 the State's Health and Safety Code and the State Code of Regulations.

441 **2. BLS Ambulances**

442 The Franchisee shall provide BLS ambulances with a minimum of two staff members
443 who must both be certified in the State of Oregon and accredited by WCEMS as, at
444 least, an EMT, as that term is defined in the State's Health and Safety Code and the
445 State Code of Regulations.

446 3. Previous Franchisee

447 The Franchisee will offer first preference to the incumbent's (previous provider being
448 replaced by this Franchise Agreement) field personnel with no loss of seniority if they
449 meet Franchisee's professional standards, meet training requirements, pass a physical
450 agility test and successfully complete a background check.

451 4. Local Hiring

452 Franchisee will provide Washington County with locally focused hiring, with a keen eye
453 toward improving workforce diversity, attentive supervision and access to off-site
454 industry experts.

455 **C. EMPLOYMENT ENVIRONMENT**

456 Franchisee will:

- 457 1. Commit to recruit a diverse workforce
- 458 2. Provide preference to incumbent workforce for hiring
- 459 3. Provide field training and evaluation program training to appropriate staff with
460 needed additions based on WCEMS and MRA input
- 461 4. Provide employee Scholarship programs
- 462 5. Create a licensure/credentialing management process
- 463 6. Provide all required recertification courses at no cost to employees
- 464 7. Provide new skill development technologies
- 465 8. Provide Individual employee performance feedback
- 466 9. Provide diversity, equity and inclusion (DEI) training for its workforce.
- 467 10. Provide a total compensation package that meets, or exceeds, the aggregate
468 financial level of compensation offered to Franchisee's employees that was
469 identified in the Franchisee's proposal to the RFP (or as otherwise negotiated in
470 any collective bargaining agreement).

471 **D. DATA COLLECTION AND OWNERSHIP**

472 The Franchisee is required to collect data on behalf of WCEMS and may use that data
473 to comply with the terms of this Franchise Agreement. WCEMS and Franchisee shall
474 each have equal rights to the data collected in conjunction with delivering services in
475 fulfillment of this Franchise Agreement. WCEMS and Franchisee are granted
476 permission to use data collected in conjunction with fulfillment of this Franchise
477 Agreement as they see fit but must be in compliance with applicable laws. All patient
478 care records belong to Franchisee.

479 Franchisee will provide regular reporting to WCEMS and WCCCA on desired metrics,
480 including response-time data.

481 **E. QUALITY IMPROVEMENT / DATA COORDINATOR**

482 The Franchisee will be required to assign at least one full-time quality improvement /
483 data coordinator to work directly with WCEMS and the MRA to help coordinate and
484 support quality improvement and research activities, data analysis, and report
485 generation related to Franchise Agreement compliance, quality improvement activities,
486 and research projects.

487 This individual must have appropriate training, knowledge, and skills in use of quality
488 management methods and tools. Evidence of such training, knowledge, and skills may
489 include, but is not limited, to Six Sigma Green Belt certification from the American
490 Society for Quality or credentialing as a Certified Professional in Healthcare Quality
491 from the National Association for Healthcare Quality.

492 **F. PARTICIPATION IN RESEARCH AND QUALITY IMPROVEMENT PROJECTS**

493 The Franchisee shall participate in research projects and quality improvement projects
494 as requested by WCEMS, including double blind trials.

495 **G. CLINICAL PROCESS DATA AND PERFORMANCE REQUIREMENTS**

496 The Franchisee will be required to continuously comply with the most current version of
497 WCEMS's Clinical Performance and Data Standards (Appendix D).

498 The MRA and PRA, working in collaboration, will have the authority to update and
499 expand the clinical process and data standards informed by current science, applicable
500 industry standards, best practices, and professional / scientific association
501 recommendations. Such changes shall be limited to semi-annual intervals unless the
502 Franchisee agrees to abide by a change in a shorter time frame. Should the Franchisee
503 take exception to a change in these clinical process compliance requirements for
504 financial or other reasons, it may be appealed to the Director of the Washington County
505 Health Department, whose decision shall be final.

506 Franchisee will utilize the most current version of add-ons to First Watch®, including
507 OCU, Score Card and IDV modules, to enhance transparency, compliance oversight
508 and clinical quality improvement. This will include Franchisee-funded enhancements to
509 planned First Watch® and First Pass® implementation.

510 The Clinical Performance and Data Standards will begin with cardiac arrest cases as
511 described in Appendix D. During the term of the Franchise Agreement, the Franchisee
512 should anticipate the addition of performance and data standards that may include, but
513 are not limited to STEMI, stroke, trauma, pediatrics, and airway management.

514 Many aspects of clinical performance are the result of the combined efforts of fire first
515 responders and ambulance crews. This Franchise Agreement is intentionally designed
516 to incentivize the emergency ambulance service Franchisee to promote and support
517 high levels of team performance and collaboration with fire department first response
518 crews.

519 These standards come with performance penalties for non-compliance and
520 performance incentives for performance above the minimums. The performance
521 incentive amounts may be used to offset performance penalties on operational and/or
522 clinical performance. Penalties and incentives must be reconciled with each calendar
523 month. Incentive amounts in excess of penalties do not result in additional financial
524 compensation to the Franchisee. However, incentives can accumulate and carry
525 forward to offset penalties in future months but not past the period of this Franchise
526 Agreement and any extensions. Any performance incentive balances at the end of the
527 Franchise Agreement will not result in additional compensation to the Franchisee.

528 Franchisee and WCEMS may need time to establish processes and procedures to
529 support the clinical performance, data, and reporting requirements. Therefore, a ramp-
530 up of period of 9 months will be granted at the start of the Franchise Agreement. During
531 that time, the Franchisee will not be penalized for non-compliance to clinical
532 performance, clinical data, or clinical reporting requirements, but will be expected to
533 make progress during that ramp-up time in performance, data submission, and
534 reporting. Mandatory compliance with clinical performance, data, and reporting
535 requirements with application of related penalties and incentives begins 9 months after
536 the start date of the Franchise Agreement.

537 Franchisee shall participate as requested by the MRA or PRA in specific on-going
538 clinical or operational process improvement programs or ad hoc project team initiatives.
539 Franchisee shall provide Franchisee staff as needed for system-level process
540 improvement teams, collecting data and/or providing data reports as requested.

541 On-going process improvement programs, may include, but are not limited to, efforts in:

- 542 1. Acute coronary syndromes / STEMI
- 543 2. Resuscitation
- 544 3. Stroke
- 545 4. Major trauma
- 546 5. Pain
- 547 6. Airway management
- 548 7. Pediatric EMS care (EMS for Children)

549 Ad hoc process improvement team project examples may be:

- 550 1. Project to reduce the onset to intervention intervals in STEMI and stroke
- 551 2. Increasing the rate of pre-dispatch and dispatcher-initiated bystander CPR and
552 AED application.
- 553 3. Increasing the compression fraction of professional rescuers on cardiac arrest
554 cases
- 555 4. All on-going and ad hoc process improvement initiatives will include equity
556 considerations.

557 **H. OPERATIONAL PERFORMANCE STANDARDS**

558 1. Response Interval Performance Reporting and Auditing

559 a. Response Data File Submission

560 Franchisee shall provide to the PRA a monthly report on its response time
561 performance in a format specified by the most current version of the
562 WCEMS Response Time Data File Standard (Appendix C) and may be
563 updated by the PRA. The report will document data fields for each call
564 received for emergency response from the PSAP as well as for calls
565 received by 7-digit, 10-digit, or other means for emergency response.

566 FirstWatch® (or such other system as agreed) is the system of record.
567 County has access to FirstWatch® to run reports at any time. The report
568 shall be in a form and substance as approved by the Parties from time-to-
569 time (which approval shall not be unreasonably withheld, conditioned or
570 delayed) and is due within 15 days after the end of each calendar month.

571 b. Response Time Performance Reporting on Aggregate Data

572 Franchisee will provide a monthly report on its response time performance
573 in a format specified in Appendix C and may be updated by the PRA.

574 c. Response Performance Auditing

575 The PRA may audit the response time data by requesting that the
576 Franchisee re-create a monthly response interval performance report from
577 the source data. The Franchisee will be expected to reproduce the same
578 results as were submitted in any given monthly performance report.

579 Failure to comply with the audit request within 96 hours may constitute a
580 major breach.

581 Failure to adequately replicate the results may constitute a major breach.

582 d. Response Time Performance Requirements

583 Response time intervals are measured from the time of initial call
584 assignment of the Franchisee unit by WCCCA to the time of arrival on-
585 scene (or staging location, e.g., fence, apartment complex, gated
586 community, etc.) by Franchisee. Franchisee must meet the stated
587 performance levels. Clinical incentive credits may be used to offset
588 Response Time Fines and/or Clinical Performance Fines.

589 e. Response Time Requirements and Fines

590 i. Code 3 Responses (ALS or BLS)

- 591 a) Urban
- 592 i) Per case: Not to exceed 10:00 minutes (:01 is late)
- 593 *(a) Outlier Non-Compliance Penalty: \$50/minute >20:00*
- 594 *minutes (:01 is late)*
- 595 ii) Monthly Aggregate: Not less than 90% compliance
- 596 *(a) Non-Compliance Penalty: \$250 for each tenth of a percent*
- 597 *below 90%*
- 598 b) Suburban
- 599 i) Per case: Not to exceed 12:00 minutes (:01 is late)
- 600 *(a) Individual Call Outlier Non-Compliance Penalty: \$50/minute*
- 601 *>24:00 minutes (:01 is late)*
- 602 ii) Monthly Aggregate: Not less than 90% compliance
- 603 *(a) Individual Call Non-Compliance Penalty: \$250 for each tenth*
- 604 *of a percent below 90%*
- 605 c) Rural
- 606 i) Per case: Not to exceed 30:00 minutes (:01 is late)
- 607 *(a) Individual Call Outlier Non-Compliance Penalty: \$50/minute*
- 608 *>60:00 minutes (:01 is late)*
- 609 ii) Monthly Aggregate: Not less than 90% compliance
- 610 *(a) Non-Compliance Penalty: \$250 for each tenth of a percent*
- 611 *below 90%*
- 612 ii. Code 1 Responses (ALS or BLS)
- 613 a) Urban
- 614 i) Per case: Not to exceed 15:00 minutes (:01 is late)
- 615 *(a) Outlier Non-Compliance Penalty: \$25/minute >30:00*
- 616 *minutes (:01 is late)*
- 617 ii) Monthly Aggregate: Not less than 90% compliance
- 618 *(a) Non-Compliance Penalty: \$125 for each tenth of a percent*
- 619 *below 90%*

- 620 b) Suburban
- 621 i) Per case: Not to exceed 17:00 minutes (:01 is late)
- 622 (a) *Outlier Non-Compliance Penalty: \$25/minute >34:00 minutes*
623 *(:01 is late)*
- 624 ii) Monthly Aggregate: Not less than 90% compliance
- 625 (a) *Non-Compliance Penalty: \$125 for each tenth of a percent*
626 *below 90%*
- 627 c) Rural
- 628 i) Per case: Not to exceed 40 minutes
- 629 (a) *Outlier Non-Compliance Penalty: \$25/minute >80 minutes*
- 630 ii) Monthly Aggregate: Not less than 90% compliance
- 631 (a) *Non-Compliance Penalty: \$125 for each tenth of a percent*
632 *below 90%*
- 633 f. Level Zero – Minute Count
- 634 Franchisee will provide a monthly report on its ambulance level zero
635 ("Level Zero") performance in a format specified in Appendix C and may
636 be updated by the PRA.
- 637 The Level Zero minute count measures how many minutes during a
638 calendar month the Franchisee did not have an ambulance immediately
639 available in the Washington County ASA to respond to request for an
640 emergency response.
- 641 A per event penalty of \$35 may be assessed for each Level Zero event
642 that Franchisee did not have an ambulance immediately available to
643 respond response as reported in Appendix C.
- 644 iii. Compliance standard
- 645 a) 0 minutes per month
- 646 iv. Non-compliance penalty
- 647 a) \$35 per minute per month may be assessed.
- 648 b) Exceptions and Exemptions shall also apply to Level Zero.
- 649 g. Response Time Exceptions and Exemption Requests

650 Franchisee shall maintain mechanisms for reserve production capacity
651 to increase production should temporary system overload persist.
652 However, it is understood that from time-to-time unusual factors
653 beyond Franchisee's reasonable control may affect achievement of the
654 specified response time requirement.

655 An exemption ("Exemption") may be requested when it occurs over a
656 period of time and not based on a single incident. In those cases,
657 response time requirements during the period will not be applied.
658 Examples include:

- 659 i. Periods of severe weather, calls excluded from response time
660 measurement between the time of the order to apply traction devices
661 until the order is lifted.
- 662 ii. Period of time with two mass casualty events occurring simultaneously
663 or overlapping.
- 664 iii. During a declared disaster or significant event in a neighboring county
665 to which Washington County has directed resources.

666 An exception ("Exception") may be requested for single responses that
667 did not meet the response time requirement due to circumstances
668 beyond the Franchisee's control. In those cases, if the Exception
669 request is approved, the response will be counted as compliant with
670 the response time requirements. Examples include:

- 671 i. Periods of unusually high demand, defined as 1.5 times the
672 standard deviation for that hour of day and day of week.
- 673 ii. Incorrect or inaccurate dispatch information received from the PSAP,
674 disrupted voice or data transmission.
- 675 iii. Mobile data terminal failure.
- 676 iv. Inability to locate scene due to non-existent address.
- 677 v. Delays caused by trains.
- 678 vi. Delays caused by road construction where no prior warning has been
679 issued publicly by the construction contractor.
- 680 vii. Delays caused by reduction of ambulances available related to
681 turnaround time at hospitals. See Appendix C for detail.

682 **I. EQUIPMENT AND SUPPLY REQUIREMENTS**

683 1. Ambulances

684 a. Equipment

685 At the start of operations, Franchisee will have the following on board:

686 i. Electronic Patient Care Record (“ePCR”) system

687 a) ESO platform (or other platform as agreed by the Parties)

688 b) ESO Patient Tracker dashboard to any hospital that requests at no
689 charge

690 ii. FirstWatch® and First Pass® (or other platform as agreed by the
691 Parties)

692 County shall license the FirstWatch® and First Pass® basic technology
693 platforms and incur the fees associated with integration. Franchisee
694 shall reimburse the County for the license of the Online Compliance
695 module, individual provider Scorecards and the Patient Centric View
696 CQI Enhancement module and Interactive Data Visualization tool QI
697 Enhancement and Franchisee shall be responsible for the one-time
698 integration costs of these advanced modules.

699 iii. Powered System Stretchers

700 Stryker Power-Pro stretchers and its Power-LOAD system for County
701 transports, which will include the Expandable Patient Surface (“XPS”)
702 upgrade.

703 a) Stair-Pro 6252 stair chair

704 b) standard bariatric stretchers for County transports

705 iv. Defibrillators/Monitors

706 a) LIFEPAK 15 on all response vehicles or such newer model that
707 may come out and be adopted by the MRA and PRA

708 b) AED (automatic external defibrillators) on all BLS units

709 v. LUCAS® devices

710 Franchisee shall equip and use LUCAS® 3/LUCAS® 3.1 devices on all
711 ambulances.

712 vi. Video Laryngoscope

713 Franchisee shall use GlideScope® GO for video laryngoscopy.

714 b. Mileage and Replacement.

715 At the beginning of the term of this Franchise Agreement, a quality fleet of
716 30 new Frontline® ambulances will be provided by the Franchisee with
717 immediate surge support through its existing regional ground operational
718 region. All ambulances must be less than two (2) years old; have less than
719 50,000 miles on the odometer; and pass a cosmetic inspection by the
720 PRA. Franchisee shall not replace the ambulances after the start of the
721 term of the Franchise Agreement with older or higher mileage units. The
722 PRA may require replacement of a specific ambulance due to wear or
723 damage if the deficiency is not remedied to the satisfaction of the PRA
724 within 60 days after written notification to the Franchisee.

725 Unless approved by the PRA, no ambulance shall be used in
726 performance of this Franchise Agreement that has 250,000 miles or more.

727 Franchisee shall use only ASE (National Institute for Automotive Service
728 Excellence) certified vehicle mechanics for providing mechanical service
729 and maintenance for EMS vehicles.

730 c. Markings

731 All vehicle markings and color schemes for all units used for emergency
732 response shall be consistent with the goals of promoting vehicle safety
733 and a professional image. Any advertising and marketing for emergency
734 service shall emphasize the "9-1-1" emergency telephone number. The
735 advertising of seven-digit telephone numbers for any type of emergency or
736 non-emergency service is not permitted on vehicles used for emergency
737 ambulance responses.

738 All ambulances will be clearly marked on all four sides with its unit
739 identifier / call sign. All ambulances will be clearly marked with the
740 Washington County Logo and "Emergency Medical Services" in the
741 center, top of the patient compartment on both the driver side and
742 passenger side.

743 d. AVL

744 Franchisee shall equip its units with AVL technology that enables the real-
745 time location of its units to be tracked on the Franchisee's computer aided
746 dispatch system (CAD). The real-time location data must also be made
747 available to CADs in the WCCCA PSAP. The cost for interfacing the AVL
748 data to the PSAP CAD shall be borne by the Franchisee.

749 e. Bariatric Capabilities

750 Franchisee shall have at least one bariatric ambulance available at the
751 request of an ambulance or non-transport medical first response crew.
752 The bariatric ambulance does not need to be used exclusively for use in
753 Washington County but must be stationed in or in reasonable proximity to
754 Washington County, subject to approval by the PRA.

755 The stretcher in the bariatric ambulance shall be designed for bariatric use
756 by the manufacturer as documented in the product documentation.

757 Responses by the bariatric ambulance will not be subject to the response
758 time performance standards in this Franchise Agreement.

759 f. Driving Training and Safety

760 Franchisee shall provide driver training that includes at least the following
761 elements:

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

767 ii. Didactic Training. New hire employees will be given the classroom
768 portion of the program for a half day during the new employee
769 orientation program. The new hire will be assigned the online course
770 and be required to pass the 61 questions, multiple choice test with a
771 90% or greater within three attempts. If unsuccessful, the employee
772 may require further evaluation or may be released from employment
773 for not completing field training.

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

780 iv. Commentary Driving. Commentary driving is performed by an informed
781 field training officer who uses verbal communication to educate, train
782 and reinforce desired driving behaviors. The field training officers act
783 as coaches and encourage new hires to drive in accordance with our
784 expectations. This includes driving by each fire station and its area and
785 explaining how the unique layout of the County can complicate some
786 responses.

787 v. Recurrent Training. Anyone who drives a Franchisee vehicle, in the
788 course of the job, must successfully complete driver training through
789 online courses and/or classroom refresher at least every two years.

790 Employees may require re-instruction through didactic and/or practical
791 skills training if not able to complete recurrent training.

792 vi. Franchisee shall have a driving performance monitoring and safety
793 improvement program. This requirement may be fulfilled using a
794 commercial program or program developed by the Franchisee. Any
795 changes to the system as proposed by AMR in the RFP are subject to
796 approval by the PRA.

797 g. Monitor / Defibrillator

798 Franchisee shall utilize portable defibrillator / monitors that are approved
799 by the PRA and MRA and meet data collection and analysis requirements.

800 2. EPCR System

801 Franchisee shall utilize an ePCR system using EMS data collection software in
802 conjunction with an electronic data collection tool appropriate for bedside/field use. The
803 specific software and hardware system must be approved by the PRA.

804 Data collected by the ePCR shall be available for use by the PRA and MCA for quality
805 management, research and Franchise Agreement auditing purposes, in data file formats
806 or reports as specified by the PRA or MRA. In addition, the PRA and MRA, and their
807 delegates, shall have direct access to all Washington County EMS patient records.

808 3. Emergency Medical Dispatch and Ambulance Deployment

809 The Franchisee will be required to secure and continuously maintain an agreement in
810 good standing with WCCCA for radio communications, ambulance deployment, and
811 emergency dispatching services. The Franchisee will be required to provide WCCCA
812 with the deployment and system status management plan that WCCCA will be required
813 to use in dispatch of the Franchisee's ambulances, provided access is HIPAA
814 compliant.

815 Ambulance units normally assigned to provide services to the County will have
816 identifying lettering prominently displayed in large letters on the left and right sides of
817 the vehicle. Radio call sign placarding will be visible on all sides of vehicles.

818 The Franchisee will be required to fully comply with the County's EMS Communications
819 system and plan.

820 The Franchisee shall maintain a contract with WCCCA regarding communications
821 services that will be considered separate and distinct from the Franchise Agreement.

822 **J. COMMUNITY EDUCATION AND OUTREACH**

823 Franchisee shall plan, implement, and maintain a community education program that is
824 responsive to the community's needs. The Parties shall meet and confer annually to
825 discuss Community Education and Outreach. The Parties intend to implement the initial

826 programs and may adjust programs as needed and agreed to by the Parties in the
827 future. The initial programs listed below will have ensured funding and resources:

828 1. Staff

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

831 b. Community Educator 0.5FTE

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

833 2. Community Outreach and Training

834 a. Health Fairs, Clinics, And Community Events. Provide training each
835 year for AED, "Stop the Bleed," as well as blood pressure checks for
836 people in the community, including students, farm workers, etc.
837 Additionally, participate in local community education events, for
838 example: National Heart Month in February, National EMS Week each
839 May, Disaster Preparedness Month in September, and Memory Walk
840 and National Breast Cancer Awareness Month in October, as well as
841 Safe Halloween campaigns.

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

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

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

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

- 860 3. Community Safety Programs
- 861 a. Public Access Defibrillator Program
- 862 b. Citizen Responder Program. Stop the Bleed, hands-only CPR for adult,
863 child and infant, CPR/AED.
- 864 c. Public Service Announcements. In partnership with local emergency
865 management agencies and other system partners, provide targeted
866 multimedia education campaigns, including public service
867 announcements on local cable television, news articles on health-
868 related topics and special prevention and health tips on our local
869 website. The content of all resources will be developed in cooperation
870 with the County to help facilitate and promote the appropriate health
871 initiatives. Announcements shall be in the languages commonly used
872 by the populations in the County.

873 4. Annual Reporting

874 Franchisee will track all education and improvement efforts and provide a report on an
875 annual basis that updates progress on County outreach activities.

876 **K. EMPLOYEE IMPROVEMENT PROGRAM REQUIREMENTS**

877 The Franchisee shall provide the following employee development programs:

878 1. Cultural Competence Training

879 a. Franchisee shall provide ambulance personnel with the training
880 necessary to achieve levels of knowledge, understanding and skills to
881 work successfully with culturally and racially diverse patient
882 populations and communities.

883 b. Franchisee shall develop and maintain reports on the health equity
884 educational and training activities each employee participates in during
885 each year.

886 2. Assaultive Behavior Management/Secure Transport Training.

887 a. Franchisee shall train ambulance personnel on an annual basis to
888 support the knowledge, understanding, and skills necessary to safely
889 and effectively manage patients with psychiatric, drug/alcohol, stress-
890 related or other behavioral problems, as well as difficult or potentially
891 difficult scenes.

892 b. Emphasis shall be on techniques for establishing a climate conducive
893 to effective field management and for preventing the escalation of
894 potentially volatile situations.

895 c. Training shall meet requirements for State licensed secure transport
896 Franchisees.

897 3. Critical Incident Stress Management.

898 a. Franchisee shall establish a repetitive stress and critical incident stress
899 action plan, submitted to the PRA for approval, for its employees and
900 access to trained and experienced professional counselors.

901 b. Work related injury and illness prevention programs.

902 4. An Infection Control program.

903 **L. HEALTH EQUITY AND CULTURAL COMPETENCY ASSESSMENT**

904 Franchisee agrees to conduct an organizational health equity and cultural competence
905 self-assessment (Health Status Improvement, Community Education, Workforce
906 Engagement and Development), provided by the County within the first contract year
907 and submit results to County by October 31, 2023 or such later date as agreed to by the
908 Parties. This organizational assessment shall identify organizational capacities,
909 including strengths and deficiencies, to achieve three health equity-related outcomes:

910 1. Maintain a diverse EMS workforce that strives to reflect the composition of the
911 community;

912 2. Assure high quality EMS care and EMS patient experience through the provision
913 of culturally and linguistically responsive and appropriate services; and

914 3. Minimize barriers in EMS access, care and communication in culturally and
915 racially diverse populations through targeted community-level interventions.

916 The organizational cultural self-assessment shall include, at minimum, the seven focus
917 areas outlined below:

918 1. Governance, leadership, and organizational values

919 2. Perspective, attitudes, and commitment towards cultural competence

920 3. Organizational infrastructure

921 4. Organizational resources to deliver culturally competent services

922 5. Workforce recruitment, development and retention

923 6. Recruitment of a culturally and linguistically diverse leadership, and workforce
924 that is reflective of, and responsive to, the population in the service area.

925 7. Promotion opportunities for culturally and linguistically diverse employees and
926 support is provided for workforce longevity.

927

928 **M. HEALTH EQUITY AND CULTURAL COMPETENCY WORKPLAN**

929 Franchisee agrees to develop and implement a Health Equity and Cultural Competency
930 Workplan to address gaps and opportunities identified by the organizational culturally
931 competency assessment. Work plan shall be submitted to County for approval by
932 December 31, 2023 or such later date as agreed to by the Parties. Approved workplan
933 shall be incorporated into this Franchise Agreement, by appendix, and shall specify
934 actions Franchisee will take to address health equity goals. At minimum, work plan will
935 include:

- 936 1. Each health equity goal, specific objectives and actions to be taken to meet
937 goals, a timeline, and outcome measures.
- 938 2. Activities to engage diverse communities and gather information to improve EMS
939 access and quality of care.
- 940 3. Plans on how franchisee will partner with the community to design, implement,
941 and evaluate policies, practices, and services to ensure cultural and linguistic
942 appropriateness.
- 943 4. County shall monitor progress of Franchisee's work plan activities using process
944 and performance measurements from County-approved work plan.

945 **N. EQUITY COMMITMENTS AND OUTCOMES**

946 Franchisee shall develop and implement a specific and measurable plan to improve and
947 maintain employment among women, people of color, linguistic minorities and members
948 of other culturally defined communities through the term of the Agreement. The plan
949 shall include the strategic awarding of two paramedic scholarships per year as a
950 component of the cultural competency work plan.

951 Franchisee commits to providing high quality EMS care, through the provision of
952 culturally responsive and linguistically appropriate services.

953 Franchisee shall develop necessary organizational capacities including, but not limited
954 to:

- 955 1. Training for direct service and supervisory staff to promote a basic level of
956 cultural knowledge and competence
- 957 2. Training for direct service and supervisory staff to develop knowledge and skills
958 to support specific behaviors to be applied in cross-cultural situations
- 959 3. Funding for cultural competence and responsiveness training
- 960 4. Development or expansion of key organizational and service delivery policies
961 and foundational documents to include the value and delivery of culturally
962 responsive services

- 963 5. Mechanisms for accountability around culturally responsive services - e.g.,
 964 recognition of improvements in service and management of complaints and other
 965 adverse occurrences
- 966 6. Offering language assistance at no cost to patients with limited English
 967 proficiency and/or other communication needs, to facilitate timely and appropriate
 968 access to EMS care and services
- 969 7. Systems and activities needed to track and assess level of cultural competence
- 970 8. Provision of easy to understand print and multimedia materials and signage in
 971 the languages commonly used by the populations in the service area.
- 972 Franchisee shall report outcome data related to the following health issues:
 973 hypothermia, heat stroke, breast cancer, CPR education, and senior fall prevention.
 974 Additional health data may be requested by County under the terms of this agreement.

975 **O. BILLING AND COLLECTIONS PRACTICES**

976 The sole source of compensation to the Franchisee under this Franchise Agreement are
 977 revenues from service billings. Franchisee shall have established billing and collections
 978 processes. Therefore, Franchisee shall fully describe the billing and collections process
 979 to be utilized for services rendered under this Franchise Agreement. The Franchisee
 980 shall provide the County with its compassionate care program and collections
 981 practices. The Franchisee shall provide the County with any material changes to
 982 those programs and practices.

983 **P. INSURANCE REQUIREMENTS**

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

- 989 1. The County, its agents, officers, elected officials, and its employees must be
 990 named as additional insureds with respect to Franchisee's services to be
 991 provided under this Franchise Agreement. All liability policies, with the exception
 992 of professional and/or workers' compensation policies, must be endorsed to
 993 show this additional coverage.
- 994 2. All insurance policies shall be issued by companies authorized to do business
 995 under the laws of the State of Oregon and acceptable to the County.
- 996 3. The Certificates shall clearly indicate that the Franchisee has obtained insurance
 997 of the type, amount and classification as required for strict compliance with this
 998 insurance section.
- 999 4. No material changes, or cancellation, of insurance shall be made without thirty
 1000 (30) days prior written notice to the WCEMS, except for cancelation for non-
 1001 payment for which ten (10) days prior written notice shall be provided.

1002 5. Worker's Compensation

1003 Franchisee shall comply with ORS 656.017, which requires subject employers to
1004 provide Oregon workers' compensation coverage for all their subject workers. No
1005 Workers' Compensation Insurance has been or will be obtained by the County for
1006 Franchisee or Franchisee's 's employees and sub-Franchisees. Franchisee shall
1007 provide and maintain workers' compensation coverage for its employees, officers,
1008 agents or partners as required by applicable workers' compensation laws including
1009 employers' liability with limits not less than \$500,000/\$500,000/\$500,000.

1010 6. Comprehensive General Liability

1011 Franchisee shall at all times carry a Commercial General Liability insurance policy for
1012 Bodily Injury, Property Damage, and Personal Injury. This insurance shall include
1013 Franchise Agreement liability coverage for the indemnity provided under this Franchise
1014 Agreement. The policy shall name Washington County, its agents, officers, elected
1015 officials and employees, as an ADDITIONAL INSURED by separate endorsement. The
1016 limits will be not less than \$2,000,000 Combined Single Limit (CSL) per occurrence,
1017 \$3,000,000 aggregate.

1018 7. Commercial Automotive Liability

1019 Franchisee shall at all times carry Automobile Liability Insurance for Bodily Injury and
1020 Property Damage for Franchisee's 's vehicles, whether owned, hired, or non-owned,
1021 which includes coverage for Washington County, its agents, officers, elected officials
1022 and employees. Franchisee must have limits of not less than \$2,000,000 CSL or its
1023 equivalent.

1024 8. Medical Malpractice Liability

1025 Franchisee shall obtain and possess medical malpractice liability insurance for each
1026 employee, agent, or servant who may be responsible for providing medical care during
1027 the course of his/her employment. Such liability insurance shall not be less than
1028 \$2,000,000 per person, per occurrence.

1029

1030 9. Exceptions

1031 Any exceptions to these insurance requirements must be approved in writing by the
1032 County.

1033 10. Authorized Insurance Providers

1034 All required insurance policies shall be issued by companies authorized to do business
1035 under the laws of the State of Oregon. If at any time any of the policies shall be or
1036 become unsatisfactory to the County as to form or substance, or if any carrier issuing
1037 policies for insurance required herein shall be or becomes unsatisfactory to the County,
1038 Franchisee shall immediately obtain a new certificate of insurance satisfactory to the
1039 County in replacement thereof.

1040 11. Non-Relief of Liability and Obligations

1041 Compliance with the foregoing insurance requirements shall not relieve Franchisee of
1042 its liability and obligations under any part of the Agreement.

1043 12. County as Additional Insured

1044 To the extent allowed by law, all insurance coverages, except medical malpractice and
1045 workers compensation insurance, shall name the County, its agents, officers, elected
1046 officials, and employees as an additional insured or as the beneficiary of the policy as
1047 required by the County. The County, and its agents or individual staff members, shall in
1048 no way be liable for any sums of money that may represent a deductible in any
1049 insurance policy.

1050 13. Subject to County Approval

1051 Any insurance policy not expressly meeting the County's minimum requirements shall
1052 be submitted by Franchisee for County's approval. Insurance companies shall be
1053 authorized to do business in Oregon with companies rated A-8 by A.M. Best Inc., or
1054 equivalent.

1055 14. Certificates or Binders

1056 Certificates or binders evidencing the maintenance of Franchisee's insurance coverage
1057 showing the endorsements specified herein and compliance with the provisions of this
1058 Agreement shall be filed with the County, prior to the effective date of the Franchise
1059 Agreement. Franchisee shall also file with the County certificates of renewal for these
1060 policies that are renewed during the Franchise Agreement or new certificates for any
1061 policies replaced or modified during the term of the Franchise Agreement.

1062 15. Self-Insurance

1063 Franchisee has a program of self-insurance with self-insured retentions that cannot
1064 be reduced or eliminated. These amounts are dictated by both business need and
1065 insurance coverage placement requirements. Franchisee may provide the County with
1066 copies of financial statements to evidence financial ability to meet deductible and self-
1067 insured obligations. Franchisee will notify County ahead of any material changes to the
1068 program.

1069 **Q. INDEMNITY REQUIREMENTS**

1070 1. Hold Harmless Provisions

1071 Except as limited below, the Franchisee shall release, hold harmless, and
1072 indemnify the County, its officers, elected officials, and employees from all claims,
1073 suits, actions, proceedings, judgments, demands, losses, damages, liabilities, costs
1074 and expenses, including attorneys' fees, of any kind arising directly or indirectly out
1075 of any act or omission of the Franchisee, its employees, sub-franchisees or agents
1076 in connection with the Franchise Agreement. Franchisee's indemnification
1077 obligations shall not apply to the extent any liability for loss or damage is caused by

1078 the sole negligence, gross negligence or willful misconduct of the County, its
1079 officers, or employees.

1080 If a claim or legal action, which is covered by these provisions, is asserted or
1081 brought against the County, the Franchisee shall pay any and all reasonable legal
1082 expenses that the County shall incur in connection with such claim or action. The
1083 right to choose which attorneys shall represent the County in any such claim or
1084 legal action shall be at the sole discretion of the County; provided, however, the
1085 Franchisee is liable to pay for such legal expenses only to the extent that they are
1086 reasonable. The term "legal expenses" as used in this provision shall include, but
1087 not be limited to, reasonable attorneys' fees, paralegal and legal support staff
1088 expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable
1089 investigations, and reimbursement for all time, expense, and overhead of all County
1090 personnel or consultants assisting in the defense of the legal action or in
1091 responding to or investigating a claim or demand.

1092 2. Limitation of Damages

1093 In no event shall either party be liable to the other party or to any third party for any
1094 incidental, indirect, consequential, special or punitive damages arising out of or relating
1095 to the Agreement.

1096 **R. NOTIFICATIONS**

1097 The Franchisee shall notify the PRA and MRA within 48 hours (of the Franchisee
1098 becoming aware, or when it should have become aware) whenever the Oregon Public
1099 Health Division or other State agency is conducting an investigation of any of its
1100 personnel or the operations that provide emergency or non-emergency ambulance
1101 service in the State of Oregon.

1102 **S. FAIL SAFE PROVISIONS**

1103 Because this procurement establishes a Franchisee whose purpose is to provide for the
1104 public's needs, the County must ensure that provisions exist to allow for the continuation
1105 of services in the case of default by the Franchisee and a termination of the Agreement
1106 by the County. Therefore, provisions of this Franchise Agreement have been structured
1107 to allow the County to have access to funds to obtain a replacement ambulance service
1108 Franchisee and/or to perform necessary services in-house in the interim period from the
1109 Franchisee's default until a new franchisee can be selected and begin performing
1110 services.

1111 1. Performance Security

1112 The County requires a performance security deposit. The Franchisee may furnish such
1113 performance security by any of the three (3) methods listed below, or by a combination
1114 of the methods approved by the County. The Franchisee must obtain and maintain,

1115 throughout the term of the Franchise Agreement, a performance security deposit in the
1116 amount of \$2,000,000 dollars in one of the following forms:

1117 a. Irrevocable letter of credit issued pursuant to this provision in a form
1118 acceptable to the County and from a bank or other financial institution
1119 acceptable to the County, or

1120 b. Cash deposit, which must be deposited with an escrow holder
1121 acceptable to the County and subject to an escrow agreement
1122 approved by the County, or

1123 c. Bond as security for the faithful performance of all obligations under
1124 the Franchise Agreement. The bond shall be in the amount of
1125 \$2,000,000.00 dollars and in such form and with such sureties as are
1126 acceptable to County.

1127 The following shall be the conditions precedent before the County may draw on the
1128 performance security: (i) the County declares Franchisee in Material Breach; (ii) the
1129 Franchisee fails to cure the Material Breach within thirty (30) days; and (iii) the County
1130 terminates the Franchisee Agreement.

1131 2. Outgoing Franchisee Provisions

1132 Should the Franchisee fail to be awarded a Franchise Agreement in a subsequent
1133 competitive process or should this Franchise Agreement be terminated or not renewed
1134 for any reason, the County shall depend upon the Franchisee to continue the provision
1135 of services required under this Franchise Agreement in the manner and scope and at
1136 the level so prescribed until such time as the subsequent franchisee takes over under
1137 these circumstances. The County recognizes that the Franchisee would, for a period of
1138 no longer than nine (9) months, be functioning as an outgoing Franchisee. During such
1139 period of time, the outgoing Franchisee is expected to continue all operations at the
1140 same level of performance as was provided prior to the decision to use a different
1141 provider. The outgoing Franchisee shall specifically be prohibited from making any
1142 changes in the outgoing Franchisee's methods of operation which would be considered
1143 to be designed primarily to reduce the outgoing Franchisee's cost of operations during
1144 the final stages of the Franchise Agreement at the expense of decreased performance.
1145 County shall work with the incoming franchisee and the outgoing Franchisee to ensure
1146 a successful transition while working with all parties to the transition to avoid actions
1147 that would cause a reduction of services during the lame duck period including
1148 substantial interference with the outgoing Franchisee personnel to the detriment of
1149 current services.

1150 The Parties agree that no records, data, or information, regardless of source, shall be
1151 deleted, discarded, modified or removed from the premises outside the normal course
1152 of business activities, or modified without the specific written approval of the PRA. Any
1153 information, spreadsheets, documents, data, or electronic media shall become the
1154 property of the County. Any loss or damage to such records, materials or information,

1155 for any reason, may be replaced/recreated by the WCEMS and the cost for such
1156 restoration paid by the outgoing Franchisee.

1157 Personnel records of employees shall, with the proper consent of employees, be
1158 released to the WCEMS in a timely manner.

1159 Unless otherwise specifically instructed, all requests pursuant to the subsection shall be
1160 met within two (2) weeks of written request for said documents.

1161 It is expressly understood and agreed to by both Parties that any delay, lack of submittal
1162 of requested or required information, or impedance of any kind on the part of the
1163 outgoing Franchisee as WCEMS attempts to exercise any or all of these provisions
1164 shall constitute an immediate major breach of Franchise Agreement and all remedies
1165 are available to County.

1166 **T. BREACH OF FRANCHISE AGREEMENT**

1167 1. Minor Breaches

1168 With specific written notice from the County to the Franchisee of the minor breach,
1169 Franchisee's failure to meet data and performance standards constitutes a minor
1170 breach of Franchise Agreement. Franchisee shall have at least thirty (30) days to cure
1171 a minor breach, if the breach is curable. The following examples are minor breaches:

1172 a. Complete and correctly formatted clinical data is not submitted within
1173 fifteen (15) days of the end of the month.

1174 b. Complete and correctly formatted response time data is not submitted
1175 within fifteen (15) days of the end of the month.

1176 c. Failure to comply with the audit request within 96 hours.

1177 d. Response time compliance falls below eighty percent (80%) in any
1178 category for a calendar month.

1179 e. Failure of the Franchisee's employees to conduct themselves in a
1180 professional and courteous manner where reasonable remedial action
1181 has not been taken by the Franchisee;

1182 f. Failure of the Franchisee to provide a representative with requisite
1183 authority to respond to and to resolve issues and other matters at
1184 periodic Franchise Agreement review meetings;

1185 g. Failure of the Franchisee to maintain equipment or vehicles in
1186 accordance with good maintenance practices and manufacturer
1187 recommended guidelines, or to replace equipment or vehicles in
1188 accordance with requirements in the Franchise Agreement;

1189 h. Failure by the Franchisee to comply with established rates, rate
1190 setting; procedures, or billing and collection provisions in the Franchise
1191 Agreement.

1192 2. Declaration of Major Breach and Remedies

1193 Conditions and circumstances that shall constitute a major breach of the Agreement
1194 (“Major Breach”) shall include the following:

1195 a. Failure to adequately replicate the results, upon request, of monthly
1196 response time report from the source data during a response time
1197 performance audit;

1198 b. Three (3) minor breaches in the same category in any 90-day period
1199 constitutes a major breach;

1200 c. Failure of Franchisee to operate in a manner which enables the County
1201 and the Franchisee to remain in compliance with the requirements of
1202 Federal, State, and local laws, rules and regulations, including any loss
1203 or suspension of any necessary license or authorization;

1204 d. Willful falsification of information supplied by the Franchisee to the
1205 County during the negotiations leading up to the establishment of the
1206 Franchise Agreement and subsequent operation of its operations
1207 including, but not be limited to, dispatch data, patient reporting data,
1208 and response time performance data, as it relates to the Franchise
1209 Agreement;

1210 e. Franchisee ceases responding to calls for service (excluding mutual
1211 aid responses);

1212 f. Failure of the Franchisee to comply with any particular response time
1213 performance requirement for two (2) consecutive months in a single
1214 zone, for three (3) consecutive months in multiple zones or for any four
1215 (4) non-consecutive months in multiple zones in a twelve (12) month
1216 period;

1217 g. Franchisee stops participating in the performance improvement
1218 program of the WCEMS;

1219 h. Failure of the Franchisee to cooperate and assist the WCEMS in the
1220 investigation or correction of any breach of the terms of the Franchise
1221 Agreement;

1222 i. Failure by the Franchisee to cooperate and assist the WCEMS in its
1223 assumption or replacement of Franchisee's operations after a Major
1224 Breach has been declared by the WCEMS, as provided for herein;

- 1225 j. Failure by the Franchisee to assist in the orderly transition to a
1226 successive franchisee;
- 1227 k. Failure by the Franchisee to comply with required payment of fines or
1228 penalties within thirty (30) days of written notice of the imposition of
1229 such fine or penalty;
- 1230 l. Failure by the Franchisee to maintain in force at all times, the
1231 insurance or approved self-insurance coverage required in the
1232 Franchise Agreement;
- 1233 m. Failure by the Franchisee to maintain in force at all times, the
1234 performance security requirements as specified herein;
- 1235 n. The institution of proceedings for relief by Franchisee under any
1236 chapter of the United States Bankruptcy Code or under any state
1237 bankruptcy code, or the consent by Franchisee to the filing of any
1238 bankruptcy or insolvency proceedings against Franchisee in any state
1239 or federal court, or the entry of any order adjudging the Franchisee
1240 insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy
1241 for Franchisee or its property in any state or federal court;
- 1242 o. The voluntary or involuntary dissolution of Franchisee at any time
1243 during the term of the Franchise Agreement or any extension,
1244 Franchisee is suspended, excluded, barred or sanctioned under the
1245 Medicare Program, any Medicaid programs, or any other Federal or
1246 State programs for the payment or provision of medical services;
- 1247 p. Any other willful acts or omissions of the Franchisee that endanger the
1248 public health or safety;
- 1249 q. Five (5) major breaches in any 90-day period may be cause for
1250 termination without option for exercise of other remedies.
- 1251 r. **Without Danger to Public Health and Safety.** In the event that the
1252 PRA or MRA determines that a Major Breach has occurred, and if the
1253 nature of the Major Breach, as determined by the MRA is such that
1254 public health or safety is not endangered, the PRA or MRA shall
1255 provide written notice of the breach to the Franchisee. Said notice shall
1256 contain a reasonable period for Franchisee to cure such Major Breach
1257 as determined by the PRA or MRA, which cure period shall not be less
1258 than thirty (30) days. At the discretion of the PRA or MRA, the written
1259 notice of Major Breach may require the filing a plan with the PRA or
1260 MRA to cure the Major Breach within five business days of the notice
1261 of breach. In the event that a Major Breach remains unresolved for
1262 more than the authorized cure period (including any extensions thereof
1263 authorized by the PRA or MRA in writing), in addition to any and all
1264 rights and remedies available to the County at law or in equity, the

1265 County shall have the right upon written notice to the Franchisee by
1266 the PRA or MRA to declare the Franchisee in default of the Franchise
1267 Agreement and take one or more of the following actions:

1268 i. Impose fines on the Franchisee in the amount of \$1,000 per day, per
1269 Major Breach, until such time as the breach or breaches are
1270 completely cured or the Franchise Agreement is terminated.

1271 ii. Access the performance security on deposit with the WCEMS to
1272 provide funds for the WCEMS to cure the breach on Franchisee's
1273 behalf.

1274 iii. Terminate the Franchise Agreement as of a date set by the WCEMS
1275 which date shall not be less than thirty days (30) days after the written
1276 declaration of default.

1277 All remedies available to the WCEMS shall be cumulative and the
1278 exercise of any rights and remedies shall be in addition to the exercise of
1279 any other rights and remedies available to the WCEMS.

1280 s. **With Danger to Public Health and Safety.** In the event that the PRA
1281 or MRA determines that a Major Breach has occurred, and if the nature
1282 of the breach, as determined by the County, is such that an imminent
1283 danger to the general public health or safety of the community at-
1284 large, in addition to any and all rights and remedies available to the
1285 WCEMS at law or in equity, the WCEMS shall have the right upon
1286 written notice to the Franchisee by the PRA or MRA to immediately
1287 declare the Franchisee in default of the Franchise Agreement and take
1288 one or more of the following actions:

1289 i. Impose fines on the Franchisee in the amount of \$1,000 per day, per
1290 Major Breach, until such time as the breach or breaches are
1291 completely cured or the Agreement is terminated.

1292 ii. Require the Franchisee to take all action necessary to correct the
1293 breach, immediately or pursuant to a cure period established by the
1294 Purchasing Supervisor or designee.

1295 iii. Access the performance security on deposit as set forth in Section S.1
1296 above with the County to provide funds for the County to cure the breach
1297 on Franchisee's behalf.

1298 iv. Terminate the Agreement as of a date set by the County.

1299 v. Declare an emergency takeover of Franchisee's operations under the
1300 Franchise Agreement in which event the Franchisee shall cooperate
1301 with such takeover and abide by the provisions for emergency
1302 takeover set forth below.

1303 All remedies available to the County shall be cumulative and the exercise
1304 of any rights and remedies shall be in addition to the exercise of any other
1305 rights and remedies available to the County.

1306 t. Emergency Takeover Provisions

1307 In the event the County terminates the Franchise Agreement and
1308 declares an emergency takeover of Franchisee's operations, the County
1309 shall have the right to takeover Franchisee's emergency ambulance
1310 operations and perform such services itself or through another
1311 Franchisee, or a combination thereof. The Franchisee agrees to
1312 immediately relinquish control to the County without charge to the County
1313 for a period not to exceed six (6) months, of all of the ambulances, field
1314 equipment, and field staff normally used to provide emergency ambulance
1315 service within the County. At a minimum, each ambulance shall be
1316 equipped with the equipment and supplies necessary for the operation of
1317 an Advanced Life Support ambulance in accordance with the emergency
1318 medical services protocols and procedures in place immediately prior to
1319 the time of emergency takeover by the County. The Franchisee shall
1320 continue to make all required payments to, and execute all required
1321 documents with third parties necessary for the County to use Franchisee's
1322 ambulances and equipment during any emergency takeover period. The
1323 County shall reimburse the Franchisee at fair market value for its
1324 operations, equipment and workforce during any takeover. For clarity
1325 and avoidance of doubt, termination of the Franchise Agreement shall
1326 be a condition precedent to a County takeover.

1327 Upon written notice of default and declaration by the County of an
1328 emergency takeover of Franchisee's operations, the performance security
1329 deposit shall be released in full to the County.

1330 The Franchisee shall not be prohibited from disputing any finding of a
1331 breach endangering the public health or safety through litigation, provided,
1332 however that such litigation shall not have the effect of delaying, in any
1333 way, the immediate emergency takeover of operations by the County. Nor
1334 shall such dispute by the Franchisee delay the County's access to the
1335 funds made available by the performance security deposit. The
1336 Franchisee specifically stipulates and agrees that the foregoing conditions
1337 are reasonable and necessary for the protection of the public health and
1338 safety, and any legal dispute concerning the finding that a breach
1339 endangering the public health or safety has occurred shall be initiated and
1340 take place only after the emergency takeover has been completed, and
1341 shall not under any circumstances delay the process of an emergency
1342 assumption of services or the County's access to performance security
1343 funds as needed by the County to finance such assumption of operations.

1344 Franchisee's cooperation with and full support of this transition shall not be
1345 construed as acceptance by the Franchisee of the findings of a major

1346 breach endangering health or safety; provided, however, that the failure
1347 on the part of the Franchisee to cooperate fully with the County to affect a
1348 smooth and safe transition of operations, shall itself constitute a Major
1349 Breach of the Agreement endangering the public health and safety, even if
1350 it is later determined that the original determination by the County was
1351 made in error.

1352 u. Termination by Franchisee for Major Breach.

1353 Franchisee may terminate this Franchise Agreement in the event of any
1354 Material Breach, e.g., failure to enforce the exclusivity, by County of this
1355 Franchise Agreement. As a condition precedent to termination by
1356 Franchisee, Franchisee shall provide County with no less than thirty (30)
1357 days' advance written notice citing, with specificity, the basis for the Major
1358 Breach (the "Breach Notice"). In the event County shall have cured the
1359 Major Breach within such thirty (30) days period, or such longer period as
1360 may be specified in the Breach Notice, this Agreement shall remain in full
1361 force and effect. In the event Franchisee reasonably deems County to
1362 remain in Major Breach as of the end of the notice period specified in the
1363 Breach Notice, Franchisee shall provide County with a notice of
1364 termination ("Termination Notice"), setting forth the specific reasons
1365 Franchisee believes County remains in Major Breach and the effective
1366 date of termination ("Termination Date"), which shall be no less than one
1367 hundred and twenty (120) days from the date of the Termination Notice.

1368

1369 **V. APPENDICES**

1370 Appendix A – Roles and Responsibilities of the Medical and Performance Review
1371 Agents

1372 Appendix B – Response Interval Report Formats

1373 Appendix C – Operational Elements and Data File Formats

1374 Appendix D – Clinical Performance Standards and Data Requirements

1375

1376

1377 By signing below, each Party acknowledges that they have carefully read and fully
1378 understand this Franchise Agreement. Each Party each fully agrees to be bound by the
1379 terms of this Franchise Agreement. This Franchise Agreement is effective as of August
1380 1, 2023.

1381

1382 American Medical Response Northwest, Inc. Washington County

By:	By:
Print Name: Edward B. Van Horne	Print Name: Kathryn Harrington
Title: Chief Operating Officer	Title: Board of Commissioners Chair
Date:	Date:

1383

1384

1385 **A. APPENDIX A - ROLES AND RESPONSIBILITIES OF THE MEDICAL AND PERFORMANCE**
1386 **REVIEW AGENTS**

1387 1. Medical Review Agent (MRA)

1388 WCEMS designates its EMS System Medical Director as the MRA for this Franchise
1389 Agreement. The MRA oversees the clinical aspects of the Franchise Agreement. The
1390 MRA also advises the WCEMS on clinical issues in Franchisee performance and
1391 matters with clinical impact or implications.

1392 Specific responsibilities, include but are not necessarily limited to:

- 1393 1. Development and refinement of clinically oriented performance metrics.
- 1394 2. Review of clinical issues in Franchise Agreement compliance.
- 1395 3. Review and approval of Franchisee fines for non-compliance with clinical aspects
1396 of the Franchise Agreement.
- 1397 4. Participate in reviews and feedback on overall performance of the Franchisee.
- 1398 5. Provide recommendations to the WCEMS on the granting of Franchise
1399 Agreement extensions.
- 1400 6. Participate in processes for selection of new Franchisees at the end of Franchise
1401 Agreement periods or as the result of fail-safe provisions.

1402 2. Performance Review Agent (PRA)

1403 WCEMS will designate its EMS Program Supervisor as the PRA for this Franchise
1404 Agreement. The PRA, or their named delegate, oversees the administrative and
1405 operational aspects of the Franchise Agreement.

1406 Specific responsibilities, include but are not necessarily limited to:

- 1407 1. Development and refinement of administrative and operationally oriented
1408 performance metrics.
- 1409 2. Review of administrative and operational issues in Franchise Agreement
1410 compliance.
- 1411 3. Review and approval of Franchisee fines for non-compliance with administrative
1412 and operational aspects of the Franchise Agreement.
- 1413 4. Participate in reviews and feedback on overall performance of the Franchisee.
- 1414 5. Provide recommendations to the County on the granting of Franchise Agreement
1415 extensions.
- 1416 6. Participate in processes for selection of new Franchisees at the end of Franchise
1417 Agreement periods or as the result of fail-safe provisions.

1418

1419 **B. APPENDIX B – RESPONSE INTERVAL REPORT FORMATS**

1420 **Response Reports**

1421 Response Time Interval is defined as the time interval from initial ambulance
1422 assignment to unit at scene.

- 1423 1. Apply inclusion/exclusion criteria as defined by the PRA.
- 1424 2. Provide reports / charts in MS Excel. Use the QI Macros plugin as appropriate
1425 to simplify the reporting and charting. A different Excel plugin or software tool
1426 may be used with approval of the PRA.
- 1427 3. Separate reports and data files for emergency responses.
- 1428 v. Separate reports for month, Franchise Agreement annual, and for the
1429 entire Franchise Agreement period to date.
- 1430 i. Point maps covering the entire ASA
- 1431 a) Green points for in-compliance responses.
- 1432 b) Orange points for responses within 150% of response interval
1433 requirement.
- 1434 c) Red point for responses >200% of response interval requirement.
- 1435 ii. Tabular Reports
- 1436 a) # responses
- 1437 b) Average
- 1438 c) Standard deviation
- 1439 d) Interval values at 90th and 100th percentiles
- 1440 e) % compliance to 90th and 100th percentiles
- 1441 f) Each reporting period is a new top row on the table
- 1442 iii. Monthly Response Time Interval Run or Control Charts
- 1443 a) Provide a run chart of the response time interval performance with
1444 the following data lines: Average, 90th fractile, 100th fractile
- 1445 b) Starting with month 13 of the Franchise Agreement, upgrade the
1446 simple run chart with existing data into a properly configured

1447 statistical process control chart (as specified by the MRA or PRA)
1448 and continue on with the new chart.

1449 iv. Monthly Response Time Interval Distribution Charts

1450 a) Provide a bar graph distribution plot of response time interval in
1451 one-minute increments

1452 iii) include labels for count # on each bar

1453 iv) vertical axis – # of cases; Horizontal axis – minutes

1454

1455 **C. APPENDIX C – OPERATIONAL ELEMENTS AND DATA FILE FORMATS**

1456 1. Individual Response Data Elements File Format

1457 The Parties acknowledge that WCCCA is the primary data source for the data set forth
1458 in this Appendix C. If the data below is not available from WCCCA, the Franchisee if it
1459 has the data shall provide WCEMS with an Excel data file on a monthly basis containing
1460 a specified set of data fields for every response request that was received from or
1461 referred to the Washington County PSAP. The specifics of the data fields, formats and
1462 order of storage and presentation may be changed at the discretion of the WCEMS.

1463 Numerical fields shall be stored and displayed in numerical format; text and mixed
1464 content fields shall be in 'general' format; date fields shall be stored in Excel serial
1465 number date format (i.e., the number of elapsed days starting with '1' for January 1,
1466 1900) and displayed in MM/DD/YYYY format. This would result in September 10, 2013
1467 being stored as 41527 and displayed as 09/10/2013.

1468 Time fields shall be stored in Excel serial number date and decimal time format. This
1469 would result in one second after 9:00 AM on September 10, 2013 being stored as
1470 41527.37501157407 and displayed as 09/10/2013 09:00:01.

1471 List of required data elements per incident, one incident per row:

- 1472 a. PSAP Incident number
- 1473 b. Ambulance CAD incident number
- 1474 c. Call received by original call taker (PSAP or ambulance staff)
- 1475 d. PSAP call screening completed (disregard if call initially received at
1476 ambulance call take console)
- 1477 e. Call received by ambulance call taker
- 1478 f. Ambulance call screening completed
- 1479 g. Initial unit notification time
- 1480 h. Initial unit en route time
- 1481 i. Initial unit on scene time
- 1482 j. Initial unit crew at patient time
- 1483 k. Latitude and longitude of call location
- 1484 l. Urban, suburban or rural
- 1485 m. Initial response priority
- 1486 n. Response priority at time of scene arrival
- 1487 o. Dispatch assigned nature of call code
- 1488 p. ePCR primary clinical impression code

1489

1490 2. Level Zero Performance Report Format

1491 The Franchisee shall provide WCEMS with an Excel data file that is updated on a
1492 monthly basis containing a specified set of data fields for every Level Zero event. A
1493 Level Zero event is an incident when no ambulances were available in Washington
1494 County to respond to an emergency call. The specifics of the data fields, formats and
1495 order of storage and presentation may be changed at the discretion of the WCEMS.

1496 Numerical fields shall be stored and displayed in numerical format; text and mixed
1497 content fields shall be in 'general' format; date fields shall be stored in Excel serial
1498 number date format (i.e., the number of elapsed days starting with '1' for January 1,
1499 1900) and displayed in MM/DD/YYYY format. This would result in September 10, 2013
1500 being stored as 41527 and displayed as 09/10/2013.

1501 Time fields shall be stored in Excel serial number date and decimal time format. This
1502 would result in one second after 9:00 AM on September 10, 2013 being stored as
1503 41527.37501157407 and displayed as 09/10/2013 09:00:01.

1504 On the first tab of the workbook, the worksheet will include the following required data
1505 elements for each Level Zero event with one event per row:

1506 The latest event shall be at the top of the worksheet very first event will be at the bottom
1507 of the worksheet.

1508 A separate tab of the workbook will have a line graph showing the number of level zero
1509 events each month from the first month of the contract to the current month of the
1510 contract, such that at the end of one year, there will 12 data points on the graph.

1511 Another tab of the workbook will have a line graph showing the number of level zero
1512 minutes for each month from the first month of the contract to the current month of the
1513 contract, such that at the end of one year, there will 12 data points on the graph.

1514 Another tab of the workbook will summarize the months with columns for:

- 1515 a. Year
- 1516 b. Month
- 1517 c. Number of level zero events
- 1518 d. Number of level zero minutes
- 1519 e. Exemptions and Exceptions (requests and approvals)

1520 Each month will be one row.

1521 3. Hospital Turnaround Times Report

1522 For each hospital turnaround time that exceeds 45 minutes (estimated to be the 90th
1523 percentile today), the Franchisee shall be considered for one (1) compliant call credit
1524 against any long response call within the same period from ambulance arrival at
1525 hospital to available; provided, any credit(s) created by a prolonged hospital turnaround
1526 may be applied only to long response time case(s) that were caused by the

1527 redeployment of Franchisee units only. Credits may not be saved to be applied during
1528 other unaffected periods of time.

1529 a. Hospital turnaround time shall be defined as the time segment from
1530 ambulance arrival at receiving facility to available for assignment.

1531 b. The Parties shall re-evaluate whether the 45 minutes shall be adjusted
1532 to the 90th percentile within 120 days of the Franchise Agreement start
1533 and annually during the regular and ordinary rate increase process.

1534 c. Additionally, if the Franchisee is no longer able to manage hospital
1535 destinations, i.e., current practice, the Parties shall immediately meet
1536 and confer to discuss other changes to turnaround time exemptions.

1537

1538 **D. APPENDIX D – FRANCHISEE’S CLINICAL DATA, PERFORMANCE, AND REPORTING**
1539 **REQUIREMENTS / CLINICAL PENALTIES AND INCENTIVES**

1540 General. For purposes of evaluating each reporting category in this Appendix D for
1541 penalties and credits, compliance shall be calculated bimonthly at the end of each even
1542 month. All cases shall be reported and reviewed on a monthly basis.

1543 Any new clinical data, performance or reporting requirements that the Parties want to
1544 add after the start of this Franchise Agreement that do not have mutual agreement
1545 between the County and the Franchisee will be taken to the County’s EMS Quality
1546 Improvement Committee for their input before a final decision is made by the County. If
1547 that decision by the County is unacceptable, the Franchisee may exercise its options as
1548 described in Section III.F.2 of this Franchise Agreement.

1549 1. Use of Cardiac Arrest Performance Data Collection Technology

1550 a. Franchisee shall utilize technologies on each cardiac arrest case with
1551 attempted resuscitation that are capable of providing real-time
1552 feedback as well as post-case data retrieval and analysis of the data
1553 required for calculation of the required cardiac arrest performance
1554 metrics.

1555 i. Non-Compliance Penalties

1556 a) a penalty of \$500 per case is assessed when the required
1557 technologies were not deployed during active field resuscitation.

1558 b. Franchisee shall submit the appropriate defibrillator data file(s) (e.g., a
1559 .pco file for a Stryker defibrillator) for cardiac arrest performance
1560 analysis within 24 hours after clearing the hospital or the scene.

1561 i. Non-Compliance Penalties

1562 a) a penalty of \$100 per case is assessed when data is not uploaded
1563 to the County’s designated upload resource within 24 hours after
1564 clearing the hospital or the scene.

1565 ii. Above Compliance Incentive

1566 a) A penalty credit of \$1000 will be given when at least 90% of the
1567 cases in a calendar month were uploaded within 4 hours after
1568 clearing the hospital or the scene.

1569 2. Reporting Format

1570 a. Excel Tables

1571 iii. Cumulative table of all eligible cases (from start of Franchise
1572 Agreement to present)

- 1573 a) Incident number
- 1574 b) Date/time call received
- 1575 c) Was all required CPR performance monitoring technology deployed
1576 on the case (yes/no)
- 1577 d) Time of hospital arrival or on-scene termination
- 1578 e) Time of defibrillator data upload to the County
- 1579 f) Time interval from hospital arrival or on-scene termination to
1580 defibrillator data upload to the County]
- 1581 g) Was the arrival to upload interval <24 hours? (yes/no)]
- 1582 h) Was the arrival to upload interval <4 hours? (yes/no)]
- 1583 iv. Table of month-to-month values
- 1584 a) Number of eligible cases
- 1585 b) Identification of any good cause or extenuating circumstances
1586 exceptions
- 1587 c) Penalty cases equals number of cases where all required CPR
1588 performance monitoring technologies were not deployed on the
1589 case
- 1590 d) Penalty Amount equals number of penalty cases multiplied by \$500
1591 for month's penalty amount
- 1592 e) Number of cases where the arrival to upload interval was <4 hours
- 1593 f) Incentive Eligibility
- 1594 g) # cases with upload in <4 hours / # of eligible cases
- 1595 i) Incentive Amount equals \$1,000 if at least 90%
- 1596 ii) Monthly Penalty and Incentive Impact equals incentive amount
1597 – penalty amount
- 1598 b. Excel charts
- 1599 i. Time interval from hospital arrival or on-scene termination to
1600 defibrillator data upload to the County for all cases to date (from start
1601 of Franchise Agreement)

- 1602 ii. Labeled with the ambulance run number and WCCCA incident number
1603 for each eligible case to date (from start of Franchise Agreement)
- 1604 c. Starting with month 13 of the Franchise Agreement, upgrade the
1605 simple run chart with existing data into a properly configured statistical
1606 process control chart (as specified by the MRA or PRA) and continue
1607 on with the new chart.
- 1608 3. Generation of CPR Performance Feedback Reports
- 1609 a. Franchisee shall generate and upload either an unannotated or
1610 annotated post-case CPR performance report to the County within two
1611 (2) business days after hospital arrival or field termination on all
1612 cardiac arrest cases where its crews participated in a field resuscitation
1613 attempt. An annotated report shall be uploaded to the County within 5
1614 business days after hospital arrival or field termination. The report shall
1615 be generated using the defibrillator data file(s) for the case in
1616 combination with the defibrillator manufacturer's case review software
1617 for CPR performance analysis (e.g., Code-Stat for Stryker
1618 defibrillators).
- 1619 b. An annotated post-case CPR performance report, for the purposes of
1620 this contract, is a report that appropriately adjusts the time frames for
1621 the presence or absence of ROSC based on information from the
1622 electrical impedance signal, compression data points, capnograph,
1623 pulse ox, audio, or ePCR. If there is a question on the appropriateness
1624 of the annotations for ROSC time frame adjustments on a particular
1625 report as it relates to this performance standard, the MRA's
1626 determination on annotation appropriateness will be final.
- 1627 iii. Non-Compliance Penalties
- 1628 a) a penalty of \$100 per case will be assessed when the initial
1629 (unannotated or annotated) feedback report is not uploaded to the
1630 County's designated upload resource within two (2) business days
1631 after clearing the hospital or the scene.
- 1632 b) a penalty of \$100 per case will be assessed when the annotated
1633 feedback report is not uploaded to the County's designated upload
1634 resource within 5 business days after clearing the hospital or the
1635 scene.
- 1636 c) a penalty of \$1000 per case will be assessed when the annotated
1637 feedback report is not uploaded to the County's designated upload
1638 resource within 30 calendar days after clearing the hospital or the
1639 scene.
- 1640 iv. Above Compliance Incentive

- 1641 a) A penalty credit of \$1000 will be given when at least 90% the initial
 1642 reports (unannotated or annotated) on cardiac arrest cases in a
 1643 calendar month were submitted within 8 hours after clearing the
 1644 hospital or the scene.
- 1645 b) A penalty credit of \$1000 will be given when at least 90% the
 1646 annotated reports on cardiac arrest cases in a calendar month were
 1647 submitted within two (2) business days after clearing the hospital or
 1648 the scene.
- 1649 c. Reporting Format
- 1650 i. Excel Tables
- 1651 a) Cumulative table of all eligible cases (from start of Franchise
 1652 Agreement to present)
- 1653 i) Incident number
- 1654 ii) Date /time call received
- 1655 iii) Was a properly generated CPR performance report generated
 1656 for the case? (yes/no)
- 1657 iv) Time of hospital arrival or on-scene termination
- 1658 v) Time of report upload to the WCEMS
- 1659 vi) Time interval from hospital arrival or on-scene termination to
 1660 report upload to the County
- 1661 vii) Was the arrival to upload interval <2 business days? (yes/no)
- 1662 viii) Was the arrival to upload interval <8 hours? (yes/no)
- 1663 b) Table of month-to-month values
- 1664 i) Number of eligible cases
- 1665 ii) Identification of any good cause or extenuating circumstances
 1666 exceptions
- 1667 iii) Penalty cases
- 1668 (a) Short term: Number of cases where the CPR performance
 1669 report was not uploaded within two (2) business days
- 1670 (i) Short term penalty amount equals# of short term penalty
 1671 cases multiplied by \$500 for month's penalty amount

- 1672 (b) Long term: Number of cases where the CPR performance
1673 report was not uploaded within 30 days
- 1674 (i) Long term penalty amount equals # of short term penalty
1675 cases multiplied by \$500 for month's penalty amount
- 1676 (ii) Number of cases where the arrival to upload interval was
1677 <8 hours
- 1678 iv) Incentive Eligibility
- 1679 (a) # cases with upload in <8 hours / # of eligible cases
- 1680 (b) Incentive Amount equals \$1,000 if at least 90%
- 1681 v) Monthly Penalty and Incentive Impact equals incentive amount
1682 – (short term penalty amount + long term penalty amount)
- 1683 ii. Excel charts
- 1684 a) Run chart of time interval from clearing the hospital or the scene to
1685 CPR feedback report upload to the County for all cases to date
1686 (from start of Franchise Agreement)
- 1687 b) Labeled with ambulance run number and WCCCA incident number
1688 for each eligible case to date (from start of Franchise Agreement)
- 1689 d. Starting with month 13 of the Franchise Agreement, upgrade the
1690 simple run chart with existing data into a properly configured statistical
1691 process control chart (as specified by the MRA or PRA) and continue
1692 on with the new chart.
- 1693
- 1694
- 1695
- 1696 4. Compression Rate
- 1697 a. The average annotated rate of chest compressions on adult patients
1698 shall be within 100 to 120 per minute (target range) on individual cases
1699 with at least 80% reliability on the aggregate of cases for each
1700 calendar month.
- 1701 i. Non-Compliance Penalties
- 1702 a) a penalty of \$1000 will be assessed when the monthly aggregate
1703 has <80% of cases in the target range.

- 1704 ii. Above Compliance Incentive
- 1705 a) A penalty credit of \$1000 will be given when 90% the cases in a
- 1706 calendar month were within the target range.
- 1707 b. Reporting Format
- 1708 i. Excel Tables
- 1709 a) Cumulative table of all eligible cases (from start of Franchise
- 1710 Agreement to present)
- 1711 i) Incident number
- 1712 ii) Date /time call received
- 1713 iii) Was all required CPR performance monitoring technology
- 1714 deployed on the case (yes/no)
- 1715 iv) Compression rate average for case
- 1716 v) Was the compression rate average for the case in the 100 to
- 1717 120 / min range? (yes/no; no if the measurement is not
- 1718 available)
- 1719 b) Table of month-to-month values
- 1720 i) Number of eligible cases
- 1721 ii) Identification of any good cause or extenuating circumstances
- 1722 exceptions
- 1723 iii) Penalty cases number of cases where the compression rate
- 1724 average was not in target range
- 1725 iv) Penalty Amount of \$1000 when the monthly aggregate has
- 1726 <80% of cases in the target range
- 1727 v) Average of average compression rates for the month
- 1728 c) Incentive Eligibility
- 1729 i) # cases average compression rate in target range / # of eligible
- 1730 cases
- 1731 (a) Incentive Amount \$1,000 if at least 90%
- 1732 ii) Monthly Penalty and Incentive Impact incentive amount –
- 1733 penalty amount

- 1734 ii. Excel charts
- 1735 a) Average compression rate for each case (from start of Franchise
1736 Agreement)
- 1737 iii) Labeled with the ambulance run number and WCCCA incident
1738 number for each eligible case to date (from start of Franchise
1739 Agreement)
- 1740 iii. Starting with month 13 of the Franchise Agreement, upgrade the
1741 simple run chart with existing data into a properly configured statistical
1742 process control chart (as specified by the MRA or PRA) and continue
1743 on with the new chart.
- 1744 5. Compression Fraction
- 1745 a. The average annotated compression fraction on an adult resuscitation
1746 case shall be at least 60% (0.6) on individual cases (target range) with
1747 80% reliability on the aggregate of cases for each calendar month.
- 1748 i. Non-Compliance Penalties
- 1749 a) a penalty of \$1000 will be assessed when the monthly aggregate
1750 has <80% of cases in the target range.
- 1751 ii. Above Compliance Incentive
- 1752 a) A penalty credit of \$1000 will be given when at least 90% the cases
1753 in a calendar month were within the target range.
- 1754 b. Reporting Format
- 1755 i. Excel Tables
- 1756 a) Cumulative table of all eligible cases (from start of Franchise
1757 Agreement to present)
- 1758 i) Incident number
- 1759 ii) Date /time call received
- 1760 iii) Was all required CPR performance monitoring technology
1761 deployed on the case (yes/no)
- 1762 iv) Compression fraction for case
- 1763 v) Was the compression fraction for the case at least 80% (yes/no;
1764 no if the measurement is not available)

- 1765 b) Table of month-to-month values
- 1766 i) Number of eligible cases
- 1767 ii) Identification of any good cause or extenuating circumstances
1768 exceptions
- 1769 iii) Penalty cases number of cases where the compression fraction
1770 was not in target range
- 1771 iv) Penalty of \$1000 will be assessed when the monthly aggregate
1772 has <80% of cases in the target range.
- 1773 v) The monthly average of the average annotated compression
1774 fractions for the month
- 1775 c) Incentive Eligibility
- 1776 i) # cases with average annotated compression fraction <80% / #
1777 of eligible cases
- 1778 ii) Incentive Amount \$1,000 if at least 90%
- 1779 iii) Monthly Penalty and Incentive Impact incentive amount –
1780 penalty amount
- 1781 ii. Excel charts
- 1782 a) Compression fraction for each case (from start of Franchise
1783 Agreement)
- 1784 b) Labeled with the ambulance run number and WCCCA incident
1785 number for each eligible case to date (from start of Franchise
1786 Agreement)
- 1787 iii. Starting with month 13 of the Franchise Agreement, upgrade the
1788 simple run chart with existing data into a properly configured statistical
1789 process control chart (as specified by the MRA or PRA) and continue
1790 on with the new chart.
- 1791 6. Compression Pauses
- 1792 a. All pauses shall together annotated average 10 seconds or less per
1793 case (target range) with at least 80% reliability on the aggregate of
1794 cases for each calendar month.
- 1795 i. Non-Compliance Penalties

- 1796 a) a penalty of \$1000 will be assessed when the monthly aggregate
1797 has <80% of cases in the target range.
- 1798 ii. Above Compliance Incentive
- 1799 a) A penalty credit of \$1000 will be given when 90% the cases in a
1800 calendar month were within the target range.
- 1801 b. Reporting Format
- 1802 i. Excel Tables
- 1803 a) Cumulative table of all eligible cases (from start of Franchise
1804 Agreement to present)
- 1805 i) Incident number
- 1806 ii) Date /time call received
- 1807 iii) Was all required CPR performance monitoring technology
1808 deployed on the case (yes/no)
- 1809 iv) Annotate average of all pauses for case
- 1810 v) Was the annotated average of all pauses for case 10 seconds
1811 or less (yes/no; no if the measurement is not available)
- 1812 b) Table of month-to-month values
- 1813 i) Number of eligible cases
- 1814 ii) Identification of any good cause or extenuating circumstances
1815 exceptions
- 1816 iii) Penalty cases number of cases where the average of
1817 compression pauses were >10 seconds
- 1818 iv) Penalty of \$1000 will be assessed when the monthly aggregate
1819 has <80% of cases in the target range.
- 1820 v) Average of average compression pauses for the month
- 1821 c) Incentive Eligibility
- 1822 i) # cases where the average of pauses are in target range / # of
1823 eligible cases
- 1824 ii) Incentive Amount \$1,000 if at least 90%

- 1856 iv) Ventilation rate average for case
- 1857 v) Was the ventilation rate average for the case in the 8 to 10 / min
- 1858 range? (yes/no; no if the measurement is not available)
- 1859 b) Table of month-to-month values
- 1860 i) Number of eligible cases
- 1861 ii) Identification of any good cause or extenuating circumstances
- 1862 exceptions
- 1863 iii) Penalty cases number of cases where the ventilation rate
- 1864 average was not in target range
- 1865 iv) Penalty of \$1000 will be assessed when the monthly aggregate
- 1866 has <80% of cases in the target range.
- 1867 v) Average of average ventilation rates for the month
- 1868 vi) Incentive Eligibility
- 1869 vii) # cases with average ventilation rate in target range / # of
- 1870 eligible cases
- 1871 viii) Incentive Amount \$1,000 if at least 90%
- 1872 ix) Monthly Penalty and Incentive Impact equals incentive amount
- 1873 – penalty amount
- 1874 ii. Excel charts
- 1875 a) Average ventilation rate for each case (from start of Franchise
- 1876 Agreement)
- 1877 i) Labeled with the ambulance run number and WCCCA incident
- 1878 number for each eligible case to date (from start of Franchise
- 1879 Agreement)
- 1880 c. Starting with month 13 of the Franchise Agreement, upgrade the
- 1881 simple run chart with existing data into a properly configured statistical
- 1882 process control chart (as specified by the MRA or PRA) and continue
- 1883 on with the new chart.
- 1884