



## **REQUEST FOR PROPOSALS**

for

**Non-Emergency Ambulance Transport Services**

**SOUTH LANE COUNTY FIRE & RESCUE**

**CLOSING DEADLINE: March 23, 2026**  
**PLACE: 233 E Harrison, Cottage Grove, OR 97424**

### **SCHEDULE**

REQUEST FOR PROPOSAL ADVERTISED.....	February 20, 2026
LAST DATE FOR SOLICITATION PROTEST .....	February 28, 2026
PROPOSALS DEADLINE.....	March 23, 2026, 5:00 PM PST
RFP OPENING.....	March 24, 2026, 2:00 PM PST
NOTICE OF INTENT TO AWARD.....	March 26, 2026
LAST DATE TO PROTEST AWARD.....	March 31, 2026
PROPOSAL AWARD.....	April 1, 2026

**ADVERTISEMENT**  
**REQUEST FOR PROPOSALS**

Pursuant to ORS 279B.060 and District Public Contracting Rule (District Rule) 137-047-0260, governing formal competitive procurements, South Lane County Fire & Rescue District (District) will receive sealed proposals until no later than 5 p.m. on March 23, 2026, at the South Lane County Fire & Rescue, 233 E Harrison, Cottage Grove, OR 97424 to provide:

**Non-Emergent Transport Services**

Contract terms, conditions and specifications shall be available at the District Administrative Offices, at the above address from February 23, 2026, to March 23, 2026. No proposals will be received or considered after this time.

Sealed proposals shall be sent to Fire Chief John Wooten, South Lane County Fire & Rescue, at the above address. Proposal opening is scheduled to immediately follow closing at the District's Cottage Grove Station at the address above. The District's Board of Directors may cancel this Request for Proposal (RFP) or reject any proposal not in compliance with all prescribed public solicitation procedures and requirements, and may reject any or all proposals, in whole or in part, upon a finding that it is in the best interest of the District to do so, per ORS 279B.100. The District may waive any and all informalities in the public interest. No prequalification for Proposers is required.

To request an RFP packet, or for more information, go to [www.southlanefire.org](http://www.southlanefire.org) or by emailing Chief John Wooten at [firechief@southlanefire.org](mailto:firechief@southlanefire.org) or by contacting the District's business office at 541-942-4493 between the hours of 8:00 AM and 4:00 PM local time Monday-Friday.

Dated 20th, the day of February 2026.

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## SECTION 1

### INTRODUCTION

#### 1.1 PROJECT OVERVIEW

South Lane County Fire & Rescue (District) is seeking proposals from qualified proposers to provide non-emergency transportation services at Basic Life Support (BLS), Intermediate Life Support (ILS), Advanced Life Support (ALS), service levels within the ambulance service area assigned to the District under the Lane County Ambulance Service Area Plan, as described within this Request for Proposal (RFP). Providers may submit proposals on one or more service levels as defined in Section 2.2; each level will be scored separately using the listed criteria. The contract for each level of service will be awarded individually to one provider. All services must be provided without regard to the patient's status or ability to pay costs. Pulled from Springfield Scope of Work. Modify, as appropriate.

The District may expand the role of the successful proposer during the contract period. An analysis of call volume, call types, quality review and adherence to parameters of contract, and District needs will be considered when determining whether or not to expand the provider's role. Any changes in service will be documented in a written contract amendment.

#### 1.2 BACKGROUND

- A. South Lane County Fire & Rescue District. South Lane County Fire & Rescue provides exclusive ambulance transport and EMS for the citizens and visitors of the cities of Cottage Grove, Creswell, and rural South Lane County. The population of South Lane County Fire and Rescue's coverage area is approximately 33,00 and covers approximately 800 square miles. Currently, South Lane County Fire & Rescue has 3 frontline ambulances, and 1 reserve ALS ambulances. The Fire District responds to approximately 5,550 calls for EMS annually, transporting approximately 4,500 to Eugene/Springfield, Oregon. Approximately 1,100 calls are for non-emergency transport. The net EMS revenue for the District in 2025 was approximately \$2.4 million.
- B. Ambulance Services. The District deploys 4 transporting ambulances that operate within the District's ASA. The staffed ambulances are deployed in a 24 hour shift model 7 days a week. The District received 5,500 total calls and completed 4,500 transport in 2025 and estimates 5,650 calls and 4,600 transports in 2026.

## SECTION 2

### SCOPE OF WORK

#### **2.1 MINIMUM QUALIFICATIONS AND EXPERIENCE**

Eligible Proposers must meet the following requirements:

- Minimum of ten (10) years' experience providing BLS, ILS, ALS and/or Ground CCT ambulance transport services (as appropriate), serving a population of at least 50,000.
- Experience with FireMed programs.

#### **2.2 TECHNICAL OR REQUIRED SERVICES**

##### General Service Functions

The provider shall perform inter-hospital, inter-facility, non-emergent ambulance services 24 hours per day, 365 days per year, within Lane County, and originating in Ambulance Service Areas 6, under the Lane County Area Service Plan. The medically appropriate level of service must be provided without regard to the patient's status or ability to pay costs.

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

##### Levels of Service Provided

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

Scope of Work - As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, a BLS is defined as follows:

- a. Responding to lift assists, Omega, Alpha, and Bravo calls originating at facilities within ASA 6 to include:
  - Long-term care as defined in OAR 411-048-0160

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

Out of Scope:

- a. Independent residential retirement facilities as designated by SLCFR.
  - b. May not transport:
    - intubated patients
    - patients on a ventilator
    - patients on CPAP/BiPAP
    - patients requiring the administration of any medications
    - patients that require cardiac monitoring
2. Intermediate Life Support (ILS) Description. The provider shall perform interhospital, inter-facility, non-emergent Intermediate Life Support (BLS) level ambulance services with one licensed EMT-Intermediate and one EMT.

Scope of Work - Applies to inter-hospital in- and out-of-area transfers of Intermediate Life Support patients that have a condition that need to be transported from one hospital to another. Additionally, provider may respond to non-emergent Omega, Alpha, Bravo and Charlie scene calls, if needed. As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, an ILS is defined as follows:

- a. EMT Intermediates may:
  - Start/maintain saline drip
  - Administer oxygen
  - Perform tracheal suctioning
  - Administer and maintain med drips and may bolus meds within District protocols/standing orders
  - Transport patients with PCA pump
  - Transport patients with stable cardiac rhythms only
  - Transport patients that may need manual defibrillation

- Transport OB patients that are stable/not in labor/delivery not imminent

Out of Scope - May not transport:

- intubated patients
- patients on a ventilator
- patients on CPAP/BiPAP
- patient that may need cardioversion

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

Scope of Work - Applies to inter-hospital out-of-area transfers of Advanced Life Support patients that have a condition that need to be transported from one hospital to another. As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, an ALS is defined as follows:

- a. Paramedic may:
- Start/maintain saline drip
  - Administer oxygen
  - Perform tracheal suctioning
  - Administer and maintain med drips and may bolus meds within District protocols/standing orders
  - Transport patients with a PCA pump
  - Monitor cardiac patients with stable/unstable rhythm
  - Transport patients that may need manual defibrillation
  - Read and interpret 12 Lead
  - Transport patients that may require cardioversion or external pacing and/or external pacing is already in place
  - Transport stable OB transfers that are acute, low risk/in labor/delivery not imminent.

Out of Scope - Paramedic shall not transport:

- intubated patients
- patients on a ventilator
- patients on CPAP/BiPAP

### **2.3 PERIOD OF PERFORMANCE**

The District anticipates entering into a two-year contract, beginning April 1, 2026, to March 31, 2028. The District may extend the contract for up to two additional one-year terms.

The District anticipates having the successful Proposer begin work immediately upon contract execution anticipated for April 1, 2026.

### **2.5 INSURANCE**

Proposers must carry and provide proof of insurance as required by the Non-Emergency Transport Service Contract, Section 13, Attachment B.

## SECTION 3

### INSTRUCTIONS TO PROPOSERS

#### **3.1 GENERAL**

Proposers shall carefully study and conform to these "Instructions to Proposers" so that proposals are regular, complete and acceptable.

#### **3.2 PROPOSALS**

All proposals shall be legibly written in ink or typed and must comply in all regards with the **requirements of this solicitation.**

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals shall be signed in ink in the blank spaces provided herein (Attachment A). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the Proposer.

#### **3.3 SUBMISSION OF PROPOSALS:**

Each submission must include one (1) original signed proposal and one (1) electronic copy (PDF) format) on a CD or thumb-drive in a sealed envelope marked "CONFIDENTIAL: NON-EMERGENCY AMBULANCE TRANSPORT SERVICES RFP" bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Fire Chief John Wooten, South Lane County Fire & Rescue, 233 E Harrison, Cottage Grove, OR 97424.

Faxed or electronically delivered proposals shall be rejected as non-responsive.

#### **3.4 RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the District for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

#### **3.5 WITHDRAWAL OF PROPOSALS**

Any proposals may be withdrawn prior to opening, pursuant to District Rule 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from proposal opening. The expiration date must be included in the proposal.

### **3.6 MODIFICATION**

Any proposer may modify its proposal per District Rule 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

### **3.7 ACCEPTANCE OR REJECTION OF PROPOSALS**

Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. In the award of the contract, the District Board will award the contract to the Proposer whose proposal will best serve the District's interests. The District reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

### **3.8 ADDENDA AND INTERPRETATIONS**

Statements by District staff or its representatives are not binding on District, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per District Rule 137-047-0430 and as follows: District will not mail notice of addenda but will publish notice of any addenda on District's website. Addenda may be downloaded off District's website. Proposers should frequently check the District's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of closing).

Requests for interpretations shall be submitted in writing and addressed to John Wooten, Fire Chief, in the same manner as solicitation protests per District Rule 137-047-0730. To be given consideration, such requests must be received at least **SEVEN (7)** days prior to the date set for the opening of proposals. Any and all such interpretations will be posted with addenda on the District's website, as above. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents as if bound herein.

### **3.9 NONDISCRIMINATION**

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

### **3.10 FAILURE TO SUBMIT OFFER**

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### **3.11 PREPARATION OF OFFERS**

Proposers are expected to examine the specifications, schedules and all instructions. District is not liable for costs associated of preparation of proposals in response to this RFP.

### **3.12 SOLICITATION PROTESTS**

Proposers may protest the procurement process or provisions of this RFP pursuant to District Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest: Non-Emergency Transport Services RFP" and addressed to:

Fire John Wooten  
South Lane County Fire & Rescue  
233 E Harrison  
Cottage Grove, OR 97424

Such comments shall be submitted to the District no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

### **3.13 EMPLOYEES NOT TO BENEFIT**

No employee or elected official of District shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

### **3.14 DISTRICT FURNISHED PROPERTY**

No material, labor or facilities will be furnished by District unless otherwise provided for in the Request for Proposal.

### **3.15 PROTEST OF AWARD**

The award of the contract by the District's Board of Directors shall constitute a final decision of the District to award the contract, if no written protest of the award is filed pursuant to District Rule 137-047-0740 with the District within **SEVEN (7)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of the District only upon issuance of a written decision denying the protest and affirming the award. All protests shall be in writing and specify the grounds upon which the protest is based and may be submitted only by adversely affected or aggrieved proposers. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer shall be next in line for award (i.e. the protester shall claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible). The District will not entertain a protest submitted after the time period established in this rule.

### **3.16 REIMBURSEMENT**

There is no express or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

### **3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT**

The District grants to other Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and the District resulting from this RFP.

### **3.18 RESERVED RIGHTS**

The District reserves the right:

- A. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all proposals upon the District's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with District Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To hold the three most responsive proposals under consideration until the final award is made, provided that the District shall award the contract within 180 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in according with District Rule 137-047-0430(3).
- J. To negotiate additions or deletions to goods and/or services.

### **3.19 RECYCLABLE PRODUCTS**

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to District Rule 137-046-0320.

### **3.20 NO WAIVER OF LEGAL RIGHTS**

The District shall not be precluded or stopped by any measurement, completion or acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The District shall not be precluded or stopped, notwithstanding any measurement,

estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Neither the acceptance by the District, nor any representative of the District, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by the District, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

### **3.21 NEGOTIATION**

The District may negotiate scope of work modifications and the contract price as permitted by the District Rules.

## PROPOSAL CONTENTS AND FORMAT

### 4.1 INSTRUCTIONS

Proposers must submit a proposal using the Proposer's Response Form, Attachment A, and observe the following submission instructions:

- 4.1.1 Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the proposer, the name of the services for which the proposal is submitted and the time and date of the scheduled opening.
- 4.1.2 If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Fire Chief John Wooten, South Lane County Fire & Rescue, 233 E Harrison Avenue, Cottage Grove, OR 97424.
- 4.1.3 One (1) original signed proposal and one (1) electronic proposal are to be supplied.
- 4.1.4 District reserves the right to solicit additional information or proposal clarification from the proposers, or any one proposer, should the District deem such information necessary.
- 4.1.5 All questions regarding the request for proposal process shall be directed, during regular business hours, to:

John Wooten, Fire Chief

Ph. (541) 942-4493

- 4.1.6 If a proposer is unable or unwilling to meet any District RFP requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.
- 4.1.7 This Request for Proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected proposer and District.

### 4.2 SUBMISSION

**PROPOSAL RESPONSES ARE TO BE SUBMITTED IN A SEALED ENVELOPE: CLEARLY MARKED: "CONFIDENTIAL: NON-EMERGENCY AMBULANCE TRANSPORT SERVICES RFP."** The responses are to be delivered unopened to the District Administration, per instructions in this RFP.

- 4.2.1 **General** - Proposals will be clear and concise.
- 4.2.2 **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.
  - a. The letter must introduce the Proposal, provide an overview of your representation according to Section 2, Scope of Work.

- b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the attached Agreement terms and conditions.
- c. The letter must designate the Proposer's contact person during the Proposal review process.
- d. Identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- e. Include a statement of the firm's ability to begin work by April 1, 2026, and a statement that the submission is a firm offer for a 180-day period.
- f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise District of any developments during the term of this appointment with respect to existing and/or any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm's role or ability to perform the consulting services.

4.2.3 **Qualifications-** Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of experience with non-emergency transportation services at varying levels of patient care.

4.2.4 **Resumes-** Include a resume for the primary contract manager assigned to this engagement.

4.2.5 **Approach -** The proposal should set forth a work plan, including an explanation of the non-emergency transportation service deployment methodology, to perform the services required in this request for proposal.

Proposers will be required to provide the following information on their non-emergency transportation services approach:

- a. Intended deployment plan
- b. Intended staffing and training plan
- c. Current medical direction and proposed standing orders
- d. Organizational chart

4.2.6 **Quality Improvement Program -** The proposal should include the provider's current quality improvement program and performance measures. The Proposer should include an example of the following reports that will be expected on an ongoing basis:

- a. Monthly report disclosing call volumes, response times, and unit hour utilization by unit
- b. Monthly report disclosing non-confidential operations, clinical, customer service complaints at the summary level
- c. Copy of annual ambulance service license

4.2.6 **Finance and Administration** - The proposal should include an example of the following reports that will be expected by the District on an ongoing basis (see Attachment B for example):

1. Monthly report disclosing total number of calls and total revenue by service level.
2. Quarterly summary report disclosing total number of calls and total revenue by service level.
3. Financial history.
4. Operating budget.
5. Projected revenue.
6. Organizational chart.
7. Capital resources.

4.2.7 **Additional Services** - If it should become necessary for the District to request the ambulance services provider to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and the firm.

4.2.8 **References** - Provide a minimum of three (3) references for Ambulance Transport Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current District Staff.

4.2.9 **Proposer's Response Form** – Signed Attachment A.

## SECTION 5

### EVALUATION PROCEDURES AND AWARD

#### 5.1 PROPOSAL EVALUATION PROCESS

Only those proposals providing sufficient information for the District to evaluate the criteria set forth in Section 5.2 will be deemed responsive. Award will be made to the proposer whose proposal will serve the best interests of the District, as determined by the highest scoring proposal.

#### 5.2 CRITERIA FOR EVALUATION

The District shall apply the following criteria in making a recommendation to the Board of Directors for the award of the contract. The criteria are listed from the most to least desirable, and the proposal will be evaluated accordingly.

<b>Criteria</b>	<b>Possible Points</b>
Deployment plan and reporting	50
Personnel, clinical training, and medical direction	30
Quality improvement, performance, and audit program	10
Finance and Administration	25
References	5
Completeness of RFP	5
<b>Total</b>	<b>125</b>
*Oral Presentation for selected firms (if any)	20
<b>Grand Total</b>	<b>145</b>

\*Oral Presentations (if any) and Final Scoring

- a. After the technical proposals have been evaluated and finalist firms have been identified, those firms will be invited to make an oral presentation to the committee.
- b. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted cost.
- c. The committee will score the firm's presentations in the context of the criteria listed in section above of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.
- d. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.
- e. In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on the deployment plan and reporting.

### **5.3 CONTRACT AWARD**

Submittal of a proposal evidences Proposer's intent to execute and be bound by the terms of the attached contract. District will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations, District may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fees and costs that best represent the services required. If District is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations may begin with the next highest rated proposer. District may reject any and all proposals.

### **5.4 ANNOUNCED AWARDEE**

It is anticipated that a tentative contract awardee will be announced in writing to each proposer within **30 days** from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative contract award. District will not be bound to the tentative contract awardee until a contract has been executed by District, following the close of the period for submitting protests of this selection.

### **5.5 ATTACHMENTS**

Attachment A Proposer's Response Form

Attachment B Non-Emergency Ambulance Transport Services Agreement

## ATTACHMENT A

### PROPOSER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that proposer has examined all related proposal documents, including Addenda \_\_\_\_\_ [Proposer to list all issued addenda here] \_\_\_\_\_, and read the instruction and conditions, and hereby proposes to furnish Non-Emergency Transport Services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By proposer's signature below, proposer hereby represents as follows:

(a) That no Director, officer, agent or employee of South Lane County Fire & Rescue (District) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the District, its Directors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a veteran as defined in ORS 408.225.

5. The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.
6. Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer's resident state is \_\_\_\_\_.
7. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Agreement, Exhibit C, and acknowledges that submittal of this proposal indicates Proposer's intent to be bound by the terms of the attached Agreement.
8. This Proposal shall be valid for at last 180 days from opening and shall not expire until \_\_\_\_\_, 2026.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand on this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Firm

Signature of Proposer

Phone, email, and fax

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

Email and fax number

## REFERENCES

(Detach and submit with proposal)

Name of Organization/District	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Name of Organization/District	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Name of Organization/District	
Name of contact person	
Phone number for contact person	
Email address for contact person	

## Attachment B

### SOUTH LANE COUNTY FIRE & RESCUE NON-EMERGENCY TRANSPORT SERVICE AGREEMENT

BASED UPON the proposal submitted in response to the Request for Proposal for Non-Emergency Transport Services issued by South Lane County Fire & Rescue (District), District and \_\_\_\_\_, (Contractor) hereby enter into a contract for the provision of services in accordance with the Request for Proposal's Scope of Work and associated exhibits, and Contractor's proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals for Non-Emergency Transport Services
- (2) Exhibit B – Contractor Proposal
- (3) Exhibit C – Oregon Public Contracting Requirements for Personal Service Contracts
- (4) Exhibit D – Scope of Work
- (5) Exhibit E – HIPPA Business Associate Agreement

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits D and C, then Exhibits E, A and B, in that order.

1. Term. The term of this Agreement shall extend from its execution to \_\_\_\_\_, 2028, unless extended by mutual written agreement of both parties, or earlier terminated pursuant to the terms of this Agreement.
2. Scope of Work.
  - 2.1 Generally, Contractor agrees to perform personal services consisting of ambulance transport services.
  - 2.2 Specifically, Contractor shall provide all materials and services as specified in the attached Exhibits (Services).
  - 2.3 Contractor shall not perform and District shall not pay for Contractor's services which are outside the work described in this Section 2, unless District provides prior written consent for such work. Contractor's services which are outside of the Scope of Work and approved by District shall be charged as provided in Exhibit B.
3. Compensation.
  - 3.1 Compensation. District agrees to reimburse Contractor for its costs of write-downs associated with transports of District FireMed members, not to exceed \$7,500 annually. District will not pay or reimburse any expenses incurred

by Contractor during the completion of the Services except as authorized in the Scope of Work or elsewhere in this Contract.

3.2 Invoices. Invoices for Contractor's services shall be billed to the District in summary form on or about the 5<sup>th</sup> day of each month for all services performed through the last day of the previous month. Backup invoices shall be provided by Contractor if required by District.

3.3 Payments.

3.3.1 District will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice for Services. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.

3.3.2 If District fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Termination for Convenience.

This Agreement may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Agreement upon determining that termination is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor.

Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) District has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Contractor. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

5. Termination for Cause. District may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:

5.1 If District funding is not obtained or continued at levels sufficient to justify monthly payments in the Agreement amounts. The Agreement may be modified to accommodate such a reduction in revenue.

5.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate

for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

5.3 If any license or certificate required by law, regulation, or this Agreement to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

6. Termination for Default. Either District or Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Agreement or if Contractor fails to comply with any other provisions of the Agreement, District may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Agreement price only for services performed in accordance with the manner of performance as set forth in this Agreement.

7. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:

7.1 If terminated under paragraph 7 by District due to a breach by Contractor, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to District the amount of the reasonable excess.

7.2 In addition to the above remedies for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.

7.3 If District breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.

7.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.

8. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by District, Contractor will continue to perform Services to the date agreed upon as the termination date.

9. End User Software License & Confidential Information. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all

Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning District and Contractor's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

9.1 Treatment of Confidential Information. District's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know." To the extent permitted by the Oregon Public Records Law, District shall protect the deliverables resulting from Services with the same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from District; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner of the Information and provided further that diligent efforts are undertaken to limit disclosure in conformance with the Oregon Public Records Law.

9.2 Confidentiality and Disclosure of Patient Information. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Contractor to perform its duties as expected by the District, it will be necessary for the Contractor to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part of this agreement as Exhibit E, a "Business Associate Agreement" to be maintained and updated whenever applicable by either party to this Agreement.

9.3 Permitted and Required Uses and Disclosure of PHI. The Parties hereto agree that the Contractor may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Contractor may use or disclose PHI for any use or disclosure that is required by law.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

District: South Lane County Fire & Rescue  
233 E Harrison Avenue  
Cottage Grove, OR 97424

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Warranty. Contractor's services provided under this Agreement shall be performed in accordance with the skill, care and standards of other service providers performing similar services under similar conditions.
12. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delay and without additional costs.
13. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:
- 13.1 General liability insurance -- \$3,000,000 aggregate
  - 13.2 Automobile liability insurance -- \$2,000,000
  - 13.3 Workers' Compensation insurance – Statutory limits

Contractor shall: (a) provide the District with a copy of a current Certificate of Insurance with the coverage listed above; (b) include District as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

14. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the District harmless from and against all claims, torts, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole

negligence of District. Contractor expressly waives any right to District indemnification and defense under the Oregon Tort Claims Act.

15. Access to Records.

15.1 For not less than five (5) years after the Agreement expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Agreement.

15.2 If, for any reason, any part of this Agreement is involved in litigation, Contractor shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

16. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, or war.

17. Continuation During Disputes. Notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of this Agreement, each party will continue to perform the obligations required of it during the continuation of any such disputes, unless enjoined and prohibited by any court.

18. Independent Contractor. Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While the District reserves the right to set various schedules and evaluate the quality of Contractor's completed work, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work required by this Agreement. Contractor is responsible for all federal and state taxes applicable to payments made to Contractor pursuant to this Agreement. District will not withhold any amounts to cover Contractor's tax obligations. Contractor is not eligible for any District benefit plans.

19. No Employment Relationship. Contractor acknowledges and agrees that this Agreement does not create an employment relationship between the District and Contractor, its officials, employees, agents, or contractors. Contractor further agrees that Contractor is exclusively responsible for all costs and expenses related to Contractor's employment of individuals to perform work pursuant to this Agreement, including but not limited to retirement contributions, workers'

compensation, unemployment taxes, and state and federal income tax withholdings.

20. Federal Funds. If payments made pursuant to this agreement are to be charged against federal funds, Contractor certifies that Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.
21. Not a PERS Member. Contractor is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
22. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without District's prior written consent, which may be granted or withheld in District's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. District's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.
23. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
24. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
25. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission. Nothing herein shall be construed as a waiver by District of its protections under the Oregon Tort Claims Act.
26. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of District, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration

at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

27. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
28. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
29. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
30. Waiver. No waiver by either the District or Contractor of a breach of any provision of this Agreement will operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision of this agreement.
31. Modification. No modification of this Agreement will be valid unless it is in writing and signed by both parties.
32. Entire Agreement. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. There are no promises, terms, conditions or obligations oral or written other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties relating to the subject matter herein.
33. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and the Contractor, and nothing contained herein is intended for the benefit of any other person or entity.
34. Relationship of Parties. The parties acknowledge and agree that nothing in this Agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.
35. Headings. Paragraph headings are provided solely for convenience and are not to be used in construing or interpreting this Agreement.
36. Conflict of Interest. The Contractor covenants, warrants and represents that the Contractor or any employees of Contractor has no interest and shall not acquire

any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Contractor further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Contractor in the future.

37. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

DISTRICT:

CONTRACTOR:

SOUTH LANE COUNTY FIRE & RESCUE

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**REQUEST FOR PROPOSALS FOR NON-EMERGENCY TRANSPORT SERVICES**

**Exhibit B**  
**CONTRACTOR PROPOSAL**

## Exhibit C

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If District is unable to determine the validity of any claim for labor or material furnished, District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

## **Exhibit D Scope of Work**

### **I. General Services**

The provider shall perform inter-hospital, inter-facility, non-emergent ambulance services 24 hours per day, 365 days per year, within Lane County, and originating in Ambulance Service Areas 6, under the Lane County Area Service Plan. The medically appropriate level of service must be provided without regard to the patient's status or ability to pay costs.

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

### **f. Levels of Service Provided**

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

Scope of Work - As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, a BLS is defined as follows:

- a. Responding to lift assists, Omega, Alpha, and Bravo calls originating at facilities within ASA 4 and 5 to include:
  - Long-term care as defined in OAR 411-048-0160
  - Adult foster homes as defined in OAR 411-050-0602
  - Residential care and assisted living facilities as defined in OAR 411-054-0005
  - Rehabilitation/skilled nursing facilities as defined in OAR 411-085-0005
  - Medical and dental clinics
- b. Respond to non-emergent Omega, Alpha, Bravo, and Charlie scene calls, if needed.
- c. Pre-scheduled inter-facility in- and out-of-area transfers of Basic Life Support patients that have a condition that need to be transported from a facility to a hospital.

- d. Pre-scheduled inter-hospital in- and out-of-area transfers of Basic Life Support patients that have a condition that need to be transported from one hospital to another hospital.
- e. Emergency Medical Technicians (EMT) may:
  - Maintain saline lock
  - Administer oxygen
  - Perform tracheal suctioning
  - Defibrillate with AED
  - May take OB Transfers that are stable/not in labor/delivery not imminent

Out of Scope:

- a. Independent residential retirement facilities as designated by ESF.
  - b. May not transport:
    - intubated patients
    - patients on a ventilator
    - patients on CPAP/BiPAP
    - patients requiring the administration of any medications
    - patients that require cardiac monitoring
2. Intermediate Life Support (ILS) Description. The provider shall perform interhospital, inter-facility, non-emergent Intermediate Life Support (BLS) level ambulance services with one licensed EMT-Intermediate and one EMT.

Scope of Work - Applies to inter-hospital in- and out-of-area transfers of Intermediate Life Support patients that have a condition that need to be transported from one hospital to another. Additionally, provider may respond to non-emergent Omega, Alpha, Bravo and Charlie scene calls, if needed. As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, an ILS is defined as follows:

- a. EMT Intermediates may:
  - Start/maintain saline drip
  - Administer oxygen
  - Perform tracheal suctioning
  - Administer and maintain med drips and may bolus meds within District protocols/standing orders
  - Transport patients with PCA pump
  - Transport patients with stable cardiac rhythms only • Transport patients that may need manual defibrillation
  - Transport OB patients that are stable/not in labor/delivery not imminent

Out of Scope - May not transport:

- intubated patients
- patients on a ventilator
- patients on CPAP/BiPAP
- patient that may need cardioversion

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

Scope of Work - Applies to inter-hospital out-of-area transfers of Advanced Life Support patients that have a condition that need to be transported from one hospital to another. As defined by the Standing Medical Orders and Treatment Protocols under which the District operates, an ALS is defined as follows:

- a. Paramedic may:
  - Start/maintain saline drip
  - Administer oxygen
  - Perform tracheal suctioning
  - Administer and maintain med drips and may bolus meds within District protocols/standing orders
  - Transport patients with a PCA pump
  - Monitor cardiac patients with stable/unstable rhythm
  - Transport patients that may need manual defibrillation
  - Read and interpret 12 Lead
  - Transport patients that may require cardioversion or external pacing and/or external pacing is already in place
  - Transport stable OB transfers that are acute, low risk/in labor/delivery not imminent.

Out of Scope - Paramedic shall not transport:

- intubated patients
- patients on a ventilator
- patients on CPAP/BiPAP

g. Deployment Plan

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

1. Identification of the number of ambulances to be deployed during each hour of the day and day of week. Total hours per day will be 60 unit hours.
2. A description of 24-hour system status management strategies to deploy or redeploy resources to meet performance requirements.
3. A description of how the Contractor will meet the demand for non-emergency BLS/ILS/ALS ambulance response during peak periods and during unexpected periods of unusually high call volume.
4. A map identifying proposed ambulance station or post location.
5. A description of how ambulances will be staffed including the number of full-time or part-time employees.
6. A description of any planned use of call back crews.

7. A description of how workload will be monitored including a projected unit hour utilization rate and how that will be monitored throughout the term of the agreement.

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

#### h. Resources

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

Notwithstanding any deployment plan, the Contractor shall deploy or redeploy ambulances as necessary at times of unusual call volume or when the District, at its sole discretion, deems it necessary to avoid a degradation of the regional EMS system.

#### i. Operation Requirements

1. Response Time Definitions. For the purposes of calculating response times, the following definitions and measurements shall apply:
  - a. Non-emergency facility transfers will be BLS transports where the pick-up location is a medical facility.
  - b. Hospital transfers will be BLS, ILS, or ALS transports where the pick-up location is a hospital.
  - c. A pre-scheduled non-emergent transfer is a transfer that has been arranged 24-hours before transport.
  - d. A wait and return will be defined as a pick-up from a facility or hospital, transporting to a different facility or hospital and waiting on scene for the patient to be treated, and then returning the patient to the original facility or hospital.
2. Official Timekeeper. The Contractors' official timekeeper for all calls for service under this contract shall be the District. The Contractor must keep time data and submit a response report to the District monthly. The data shall be provided in Excel or CSV format. The District shall be the sole determinant if Contractor has met response time requirements as outlined below.
  - a. Dispatch times shall be determined as follows:

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

- b. Response Time Requirements. The maximum allowable response time for all service levels are as follows:

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- c. Failure to Meet Response Time Requirements.

Response times are critical to patient care. The Contractor is expected to meet or exceed the required response times to every call and failure to do so may result in liquidated damages as set forth in Section \_\_\_\_ of this Scope of Work or contract termination for default.

The Contractor must make every effort to minimize fluctuations in response time performance according to time of day, day of the week, or week of the month. In addition, the Contractor shall not under serve any one area within the ASA.

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

- Dispatch Services
  - o Language Barrier
  - o Incorrect Address
- Contractor Services

- o Adverse weather and/or road conditions
- o Vehicle problems
- System
  - o Hospital on diversion
  - o Response area obstacles (e.g., limited access, barrier devices).

e. Use of Mutual Aid Requirements.

- Use of Mutual Aid. The Contractor may utilize mutual aid from third parties in cases of extraordinary high call volume and only if no District resource is available as determined by the Fire Chief. Requests for mutual aid from third parties must follow District policies and protocols.
- Requirement to Enter into Mutual Aid Agreements. The Contractor is required to enter into mutual aid agreements to respond with needed personnel and equipment with all Contractors in Lane County with whom the District has mutual aid agreements. The mutual aid agreements must be generally in the same form as the District agreements and reviewed and approved by District prior to execution.

j. Dispatch Requirements

The Contractor is required to establish a local non-emergency contact number. For non-emergency BLS/ILS/ALS pre-schedule transfers, the Contractor must provide its own dispatch services using call taking and dispatching personnel that meet or exceed Oregon standards and training for telecommunication personnel. All requests other than non-emergency BLS/ILS/ALS pre-scheduled and inter-facility transfers received by the Contractor must be immediately transferred to 9-1-1 South Lane Communications. Likewise, 9-1-1 South Lane Communications will transfer any non-emergency BLS pre-scheduled transfer requests to the Contractor.

VII. Equipment and Supplies

1. Communications Equipment. The Contractor must have and maintain in good operating condition portable and mobile communications equipment as specified by the District. The Contractor will be financially responsible for all costs associated with implementing, upgrading, and making changes required by the District.
2. Medical Equipment and Supplies.
  - a. Specifications and Coordination: The Contractor must equip all of its ambulances with supplies and equipment necessary to carry out care in accordance with OAR 333-255-0072. The Contractor's equipment and supplies must meet or exceed the Oregon Health Authority, Trauma and EMS Division requirements and the District's supply and equipment requirements. The Contractor will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.
  - b. List: The Contractor must provide a list of equipment and supplies used on its ambulances and the District may require the Contractor to replace any equipment or supply that does not meet requirements or the District's specifications.

- c. Exchange: The Contractor will be required to provide and maintain its own equipment and will not rely on exchanges from the District or Region 5 Training Association unless a separate agreement is reached.
- d. Logistics: The Contractor is responsible for the purchase of all supplies, equipment, and maintaining the cleanliness and adherence to infection control procedures for all equipment and transport units.

VIII. Ambulances

- 1. Quality: All ambulances in service in ASA 6 shall be in good working order and appearance. No Type I, II, III or mid-duty ambulance utilized by the Contractor may have mileage in excess of 300,000 miles unless otherwise approved by the Fire Chief. Vehicles or equipment that the Department reasonably determines to have cosmetic or physical deficiencies that may negatively impact customer perception shall be removed from service and either replaced or repaired without undue delay.
- 2. Specifications: All ambulances must be licensed as required by the Oregon Health Authority, Trauma and EMS Division and must meet or exceed the requirements set forth in ORS 682.051 to 682.991 and OAR 333-255-0060, in addition to the requirements herein.
- 3. Color, Markings and Warning Devices: All proposed markings and color schemes shall be submitted to and approved by the District prior to implementation and the Contractor may be required to change markings and color schemes if required by the District at any time.
- 4. Fleet Size: The Contractor is required to maintain a fleet size capable of handling not less than 100% of proposed peak deployment in ASA 6. Neither the District nor mutual aid resources may be considered part of the Contractor's fleet.
- 5. Maintenance: The Contractor shall maintain all ambulances and equipment in a manner to achieve the highest standard of safety, reliability and appearance. All personnel utilized to maintain vehicles and equipment must be properly trained, certified, and knowledgeable. Any vehicle or equipment utilized by Contractor in providing services that are reasonably found by the Department to have any deficiency that may compromise function, must immediately be removed from service.
- 6. List: The Contractor shall at all times maintain a current list of ambulances (including reserve units), to include license number, vehicle identification number, name and address of any applicable lien holder and shall make the list available to the District immediately upon request.

IX. Start-Up and Zonal Response Times

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

### Zone 1 Percentage Compliance for Non-Emergency Transfers

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

### Zone 2 Percentage Compliance for Non-Emergency Transfers

Percent Complete	Fine per month
80%	\$500*
* Fine applies when Contractor responds to at least 10 call within Zone 2	

#### X. Equipment and Supplies

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

#### XI. Mechanical Failures

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

#### XII. Ambulance Staffing

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

#### XIII. Data Information and Reporting

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

#### XIV. No Conflicts

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

## Exhibit E

### EXECUTED HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between South Lane County Fire & Rescue (the "Client") and \_\_\_\_\_ ("Business Associate") to set forth the terms and conditions under which protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Regulations enacted thereunder (HIPAA) and as defined in 42 CFR Part 2, created, received, maintained, or transmitted by or on behalf of Client, a Covered Entity under HIPAA, to Business Associate may be used or disclosed.

This Agreement shall commence on July 1, 2025 (the "Effective Date") and the obligations herein shall continue in effect so long as Business Associate uses, discloses or otherwise possesses any PHI created, received, maintained, or transmitted on behalf of Client and until all PHI created by Client and received, maintained, or transmitted by Business Associate on behalf of Client is destroyed or returned to Client pursuant to Section 19 herein.

1. Business Associate acknowledges Business Associate is required by law to comply with the HIPAA Security Rule (45 CFR 164.302 through 164.318) and the use and disclosure provisions of the HIPAA Privacy Rule (45 CFR 164.502 through 164.534) as applicable.
2. Definitions. Capitalized terms used in this Agreement shall have the same meanings as those terms in the HIPAA Privacy and Security Regulations at 45 CFR Part 160 and 164. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings:
  - A. Electronic Protected Health Information or EPHI. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client.
  - B. Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client.
  - C. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created or received by Business Associate from or on behalf of Client.
3. Uses and Disclosures. Client and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI to perform its obligations for, or on behalf of Client provided that Business Associate uses and discloses PHI in the following manner:

- A. Consistent with the minimum necessary policies and procedures of Client, which Client shall provide to Business Associate in writing; and
  - B. Would not violate 45 CFR Subpart E if done by Client, except as specified in Section 4 of this Agreement.
4. **Other Permitted Uses.** Except as otherwise limited by this Agreement, Business Associate may use PHI it creates, receives maintains, or transmits in its capacity as a business associate of Client, if necessary;
- A. For the proper management and administration of Business Associate;
  - B. To carry out the legal responsibilities of Business Associate; or
  - C. To provide Data Aggregation services to Client which relate to the health care operations of Client in accordance with the HIPAA Privacy Regulations.
5. **Other Permitted Disclosures.** Except as otherwise limited by this Agreement, Business Associate may disclose PHI created or received by Business Associate on behalf of Client if necessary for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that any disclosure is:
- A. Required by law; or
  - B. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) the Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
6. **De-Identification.** Health information that has been de-identified in accordance with the requirements of 45 CFR §§ 164.514 and 164.502(d) and is therefore not Protected Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Client may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Client.
7. **Privacy and Security.** Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, 42 CFR Part 2 and all other applicable law.
8. **Limitations on Uses and Disclosures.** Business Associate further agrees not to use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the

purpose of managing Business Associate's own internal business processes consistent with Paragraph 4 herein.

9. Workforce Members and Subcontractors. Business Associate will ensure that any agent, including any subcontractor or member of its workforce, to whom Business Associate provides PHI that was created for or received from or on behalf of Client, has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this Agreement and applicable law. Business Associate shall not disclose PHI created or received by Business Associate on behalf of Client to a person, including any agent or subcontractor of Business Associate but not including a member of Business Associate's own workforce, until such person agrees in writing to be bound by the provisions of this Contract and applicable state or federal law.
10. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement or applicable law.
11. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of a Business Associate in violation of the requirements of this Agreement.
12. Access. Where PHI held by Business Associate is contained in a Designated Record Set, within ten (10) days of receiving a written request from Client, Business Associate will make such PHI available to Client or, as directed by Client to an Individual, that is necessary for Client to respond to Individuals' requests for access to PHI in accordance with 45 CFR § 164.524. Business Associate will provide PHI upon request in the readable electronic format as agreed to by Client and Individuals unless it is not readily producible in such format in which case Business Associate will provide Client such PHI in an alternative electronic format.
13. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within ten (10) days of receiving a written request from Client or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 CFR § 164.526.
14. Disclosure Documentation and Accounting of Disclosures. Business Associate agrees to maintain a record of its disclosures of PHI related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Such record shall include the

date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to an Individual who is the subject of such information or Client within thirty (30) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request.

- A. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected health Information, agrees to report to Client any of such Breach. Except as otherwise required by law, Business associate shall provide such notice without unreasonable delay and in no case later than five (5) business days after discovery of the Breach. Notice to Client required by this Section shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Client determines it needs to include in notifications to the individual(s) under 45 CFR § 164.404(c).
- B. After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Client may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Client's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach. Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by Business Associate to Client.
15. Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of confidentiality, or applicable rules of professional responsibility, Business Associates agrees to make its internal practices, books, and records relating to the use and disclosure of PHI, including EPHI, created, used, disclosed, received, maintained, or transmitted by Business Associate on behalf of Client available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Business Associate or Client's compliance with HIPAA.

16. Security Restrictions on Business Associate.
  - A. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Client as required by the HIPAA Security Regulations.
  - B. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.
  - C. Business Associate shall report to Client any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Client, of which Business Associate becomes aware. This Section constitutes notice to Client of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.
  - D. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations with respect to all EPHI.
17. Client Remediation. In the event Business Associate fails to perform the obligations under this Agreement, Client may, at its option:
  - A. Require Business Associate to submit to a plan of compliance, including monitoring by Client and reporting by Business Associate, as Client, in its sole discretion, determines necessary to maintain compliance with this Contract and applicable law. Such plan shall be incorporated into this Contract by amendment hereto;
  - B. Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI; and
  - C. Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
18. Termination. If Client determines that Business Associate has breached a material term of this Agreement, Client will provide written notice to Business Associate which sets forth Client's determination that Business Associate breached a material term of this Agreement, and Client may:
  - A. Immediately terminate this Agreement and related contracts.

- B. Provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and afford the Business Associate an opportunity to cure said alleged material breach to the satisfaction of Client within ten (10) days to the extent reasonably curable in such time. The Business Associate's failure to cure shall be grounds for immediate termination of this Agreement.

Client's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

19. Effect of Termination.

- A. If circumstances exist that prevent immediate contract termination with the Business Associate, the Client shall require the Business Associate to assist in mitigating damages to the Client and the patient, require the Business Associate to adopt practices that would result in limiting similar risks in the future and report the violation as well as the Business Associate to the Secretary of the US Department of Health and Human Services.
- B. Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Client, or created or received by Business Associate on behalf of Client and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement.

20. Amendment. Client may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with State or Federal law. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue the Agreement within the ten (10) day period, but Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance. Client and Business Associate may otherwise amend this Agreement by mutual written contract.

21. Miscellaneous.

- A. Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.
- B. Survival. The respective rights and obligations of Business Associate that shall survive termination of this Agreement.



I. Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

**South Lane County Fire & Rescue**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_