

PUBLIC PRIVATE PARTNERSHIP AGREEMENT
FOR ADVANCED LIFE SUPPORT AMBULANCE SERVICES IN CERTAIN CIRCUMSTANCES

This Public Private Partnership Agreement (“Agreement”) is entered by and between Cascade Medical Transport of Oregon, LLC, an Oregon Corporation (“CMTO”) and The La Pine Rural Fire Protection District, an Oregon governmental special district organized under ORS 478 (“District”) with respect to the laws of Oregon and the Deschutes County Ambulance Service Area franchises (“ASA”) to support the needs of patients and medical facilities within the District.

RECITALS

WHEREAS, the District being a public safety entity and CMTO a private medical transport service provider can leverage the unique benefits of both the private and public sector to provide effective and efficient services to the citizens of the community; and

WHEREAS, the citizens of the District by vote established a community paramedic service, which was the first for a rural and remote area of Oregon, that it was to be fee based and not tax supported, and the District is able to provide such service by charging fees for the cost of providing the service and focusing on emergency stabilization and critical emergency advanced life support (ALS) transports only, and not medical interfacility or intrafacility transports where patients are already under a professional medical providers care; and

WHEREAS, As per ORS 682 the District has been responsible for the County ASA franchise for the fire district and immediate surrounding area for the last three decades and is currently assigned the 10-year ASA franchise till the next renewal period in July 1, 2028 for the community; and

WHEREAS, As per Deschutes County ASA Ordinance sections 8.30.070 and 8.30.090 the District may sub contract emergency and/or non-emergency transports with another ambulance service provider and subcontract for emergency or non-emergency interfacility ambulance transports with a private, non-governmental agency with the review and authorization of the County Board of Commissioners; and

WHEREAS, CMTO is a state licensed ambulance provider at both the basic life support (BLS) and advanced life support (ALS) paramedic levels, has multiple units, staffing flexibility, and specializes in medical intrafacility and interfacility transports; and

WHEREAS, over the last few years has seen a growth and establishment of fixed site medical facilities within the community that demand intra or inter facility transportation through 911 for ill and/or injured patients, that who cannot receive and/or are provided care at the local facilities, and then require transport to the closest hospital medical facility which is 35 miles away; and

WHEREAS, the District does not have the resources or means to keep up with the medical facilities demand and still provide critical fire, rescue and emergency medical services to citizens of the community who are not in professional care; and

WHEREAS, CMTO has the ability to provide both emergency and non-emergency medical intrafacility and interfacility transport service meeting all the requirements of the County’s ASA

plan, however needs to have reasonable assurances private resources allocated for this purpose will be utilized in a consistent and sufficient manner to be commercially viable;

THEREFORE:

CMTO is authorized, and agrees, to provide both non-emergency and emergency ambulance service to professionally staff medical care facilities within the District During the days and hours as listed in appendix A. CMTO available units shall be listed as an available medical transport resource for the District on the service area computer aided dispatch run assignments and dispatched as an La Pine available resource by 911 meeting all response standards as set in the County ASA for the District.

The District will defer cost recovery rights (billing) to CMTO to recover the cost of providing services from the facilities, insurance, Medicaid /Medicare, Veterans Affairs (VA) and/or the individual patient as their business practices require for supporting transports performed by CMTO. CMTO retains the right to set its fee schedule based on its internal cost structure and industry best practices. The District will not be responsible for any cost recovery or payments for transports performed by CMTO.

The District's voluntary subscription La Pine - Oregon Fire Med program is not applicable to medical facility transports (emergency or non-emergency). This agreement provides that CMTO is also not obligated to wave fees and/or payments under the La Pine - Oregon Fire Med Program.

CMTO shall comply with the terms of this agreement and meet all standards within the current ASA plan, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260-0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. The District reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any District rules shall not be inconsistent with the provisions of applicable County or State regulations mentioned in this subsection.

CMTO shall obtain and maintain insurance coverage satisfactory to the District, CMTO shall add the District, its officials, officers, agents, employees and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the insurance company showing the La Pine Rural Fire Protection District as an Addition Insured and provide Notice of Cancellation as set forth under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If CMTO, for any reason fails to maintain insurance as required by this agreement, the same shall be deemed a major breach of contract.

CMTO shall obtain and maintain at all times during the terms of this agreement workers' compensation insurance within statutory limits and employers' liability insurance in full compliance with the requirements of ORS 656 and with Oregon unemployment insurance requirements.

CMTO is a limited liability corporation (private business) and as an independent contractor will be responsible for any federal and state taxes applicable to the services provided within the District. It's employees and agents are CMTO's entirety as private sector employees and are not

eligible for any wages and/or benefits through the District and the Oregon Public Employees Retirement System. CMTO shall fully comply with all wage, hour and labor standards required by State or Federal law. Public contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

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

The District and CMTO, each shall defend, indemnify, and hold harmless each other, their elected officials, officers, agents and employees from the damages arising out of the tortious acts of each concern acting within the scope of their employment and duties in performance of this agreement.

CMTO is to be staffed and available-in-service with at least one Advanced Life Support (ALS) paramedic ambulance during the operational times of the medical facilities that are within the community. Notably 08:00 hours to 18:00 hours - Monday through Friday. CMTO will increase the number of units available based on call volume and in order to meet the County ASA requirement for La Pine of 43 minutes after dispatch 90% of the time for all calls dispatched through 911 from the service area. It will be a goal of this partnership agreement when sufficient volume is reached to warrant a CMTO ALS paramedic ambulance will be assigned and staged within the La Pine area. The District Duty Officer and/or CMTO may upgrade responses (based on caller information that is received through 911 Emergency Medical Dispatch (EMD)) to add additional medic and/or fire units that may be necessary. CMTO will be allowed to pend non-critical responses (based on caller information that is received through 911 EMD) until appropriate resources become available.

CMTO may utilize its resources for other non-emergency or interfacility and intrafacility services within or outside the District's service area. However, those responses are not to negatively impact CMTO's ability to meet the requirements of this agreement.

CMTO shall participate in the District disaster response planning and commit its available resources, as applicable, to such. When CMTO has available medic units in service on the District's EMS run card and the district has exhausted its own medic resources CMTO resources are to be available to assist per this agreement at the request of the District Duty Officer.

The District shall provide call information through the County 911 system for only calls applicable to this agreement.

CMTO shall have at least one radio (currently South County VHS, transitioning to County P25) in their units with the ability to receive and communicate with a District's 911 dispatch call for medics per the applicable run card. CMTO shall continuously monitor that channel during the required times of in service, as well as appropriate text device linked to the 911 Computer Aided Dispatch System (CADS) for District dispatches. CMTO and its employees shall follow all District radio protocols.

CMTO must have and maintain a state license for the provision of Emergency Medical Service (EMS) ALS Ambulance and shall provide the District with a current copy of required license. CMTO shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal ,and local laws rules and regulations.

CMTO shall maintain patient records of its transports in accordance to Federal, State and local laws including The Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the 2013 Final Omnibus Rule Updates. The District and CMTO shall have access to generalized response information and data generated at 911.

The District and CMTO shall meet at least twice a year to discuss performance and operational issues.

This agreement begins August 1, 2021 and shall be renewable every two years per County ASA Ordinance 8.30.90 (c.) with required 45 days' notice to the County Board of Commissioners and end on June 30, 2028. Either party may end the agreement with a 90-day written notice. This agreement is not transferable.

For community safety, Time is of essence of this agreement.

This agreement shall constitute the entire agreement between the District and CMTO and any prior understandings or representations of any kind preceding this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

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

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County.

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

La Pine Rural Fire Protection District
Board of Directors

Cascade Medical Transport of Oregon, LLC

Chair

Date

President/CEO

Date

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APPENDIX A

Hours of Availability

One ALS equipped ambulance with one paramedic and one EMT-Basic Monday through Friday 08:00 hours to 18:00 Hours during primary La Pine Community Health Center and St. Charles Clinic hours of operation. During federal holidays CMTO can provide mutual aid to the District, but because medical facilities are closed CMTO may not staff La Pine specific ambulances during those times.

Unit Staging

Location of ambulance(s) will be at CMTO's discretion but will be able to provide response within time allotted in the Deschutes County ASA agreement under emergency response times. When units are staged in La Pine CMTO may have access to District facilities for rest rooms, etc.

Dispatching

When operating under this agreement CMTO is to be dispatch seamlessly as any La Pine Fire District unit.

Each day CMTO will notify the District Duty Officer and dispatch when they have a crew/unit count of at least 1 available to respond to calls as defined in this agreement. *That may be done directly with a Computer Aided Dispatch (CAD) status update.*

When CMTO is in service for the District it shall respond as (La Pine) Medic 178, If CMTO has a La Pine crew/unit count of 2, (La Pine) Medic 179 will be utilized in addition.

County 911 Dispatch frequencies shall be used for District responses only.

The District is responsible for units under this agreement and will coordinate with on all administrative needs with the County 911 District Dispatch.

In the event of high call volumes District Duty Officer may contact CMTO and dispatch for CMTO to potentially move up and stage in La Pine. CMTO will provide mutual aid to La Pine when available as requested.

Run card - automatic responses

When CMTO has a standing crew/unit count of 1 or more for the District they will be automatically dispatched per the standing emergency medical dispatch call screening at 911 and the District's standing run cards.

Based on 911 caller information and 911 notes the District Duty Officer and/or CMTO may request additional resources be added to the call.

Medical Protocols

CMTO will be under the medical direction of the CMTO physician adviser using Eastern Cascades Emergency Medical Services (ECEMS) protocols.

Cost recovery/Billing

The transport agency is responsible for its own cost recovery/billing for any and all patients treated and/or transported and will bill per its own policy. Currently, CMTO will bill the patient's insurance for all transports provided and will balance bill patient as allowed.