

**CITY OF SPRINGFIELD**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
 (Type 4: For Personal Services Contracts Not Requiring Professional Liability Insurance)  
 Contract #2530

Dated: February 19, 2020

Parties: City of Springfield ("CITY")  
 A municipal corporation in the State of Oregon  
 225 Fifth Street  
 Springfield, Oregon 97477  
 and  
 Life Flight Network, LLC ("Independent Contractor")

**Additional Independent Contractor Information:**

- A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☒ Limited Liability Company ☐ Corporation  
 B. Address: 22285 Yellow Gate Lane NE, Suite 102, Aurora, OR 97002  
 C. Telephone: 503.378.4364  
 D. Fax No: N/A  
 E. SSN or Fed. I.D. No: On file  
 F. Professional License(s) No: N/A  
 G. Oregon Agency Issuing License: N/A  
 H. Foreign Contractor ☐ Yes ☒ No  
 (Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

**City Account Number(s) To Be Credited:**

Account Number
615-00000-0000-216800
FireMed Deposits

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

**1. Payment by Independent Contractor.**

[REDACTED]

1.4. Remittance shall be sent to City of Springfield, Accounts Receivable, 225 5<sup>th</sup> Street, Springfield, OR 97477.

1.5. The remittance must reference this contract #2530.

2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1 and Attachment 2 attached hereto and incorporated herein by this reference.

The Independent Contractor agrees to provide all professional personnel necessary to perform the Statement of Work, including the individuals who were named in the Independent Contractor's proposal submitted in response to the City's Request for Proposals. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the public agency. In the event the Independent Contractor proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

3. **Term.**

3.1 This Agreement is effective as of the date first set forth above and shall continue until June 30, 2021, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

3.2 This Agreement may be extended for additional two (2) one-year periods upon agreement of both parties which includes the review and approval of the Springfield Common Council in considerations of the requirements of the Springfield Municipal Code Section 2.708(3).and with the following procedure:

The parties shall confer not later than 45 days before the expiration of this Agreement regarding the desirability of extending the Agreement. The Springfield Contract Representative and the Independent Contractor shall confer regarding the proposed fee for services and any other proposed Agreement revisions proposed by either party.

If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement

4. **Sourcing.** Independent Contractor was selected from RFP 2470 FireMed Membership Administration Services issued Nov. 6, 2019.
5. **Intergovernmental Cooperative Purchasing, Conditions, Benefits:** Other contracting agencies may use this competitive process and Contract, with no material change in the Original Contract requirements, terms, conditions or prices as a basis for executing a separate agreement in their own name with the Independent Contractor. Any Amendments must be generally stated, in Writing, in the Solicitation Document and the Original Contract pursuant to OAR 125-247-0805 and OAR 137-047-0800. Any material, goods or services sold by Independent Contractor to such other agencies shall be ordered by, delivered to, and paid by that agency. By acting to contract with another contracting agency under this provision, Independent Contractor agrees to indemnify and hold the City of Springfield, its Councilors, officers, employees and agents harmless from any claim arising out of: the appropriateness of another contracting agency's decision to use Springfield's competitive process and the material contract terms in this Contract; procedural obligations such other contracting agency may have had under ORS 279A.215 and ORS 279A.225 in order to use the City of Springfield's process and contract terms; Independent Contractor's and such other agency's adoption of different contract terms; and, their performance or failure to perform the contractual obligations of their separate agreement.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

**7. First Point of Contact.**

**Independent Contractor:** Jacob Dalstra, [idalstra@lifeflight.org](mailto:idalstra@lifeflight.org), PH: 360.241.8985

**CITY:** Monica Brown, [mbrown@springfield-or.gov](mailto:mbrown@springfield-or.gov), PH: 541.746.2291

- 8. Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
- 9. Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
- 10. Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor and as more specifically set forth in Exhibit C.
- 11. Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 12. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 13. No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 14. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
- 15. Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.
- 16. Insurance.**
- 16.1 General Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate

endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

**16.2 Cybersecurity.** Independent Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than \$2,000,000. Independent Contractor to provide Certificate of Liability naming The City, its employees, officials and agents as an Additional Insured where operations are being conducted related to this contract within 30 days of contract execution.

**16.3 Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.

**16.4 Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**16.5 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent Contractor shall either fax 541-726-3782 said notice or email it directly to Jayne McMahan (jmcmahan@springfield-or.gov), Procurement and Contracts Manager. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Independent Contractor initials)**

**16.6 Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**16.7 Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

**16.8 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

**17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the

Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.

18. **Termination and Access to Data.** Upon termination, cancellation or non-renewal of this Agreement Independent Contractor will deliver to CITY and/or continue to make available all CITY property and data for CITY download and/or retrieval for a minimum of six months after the termination or expiration of this Agreement in order to assist CITY in transitioning data either to itself or third party. Independent Contractor will provide CITY with the capability to export data in nonproprietary open format.
19. **Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
20. **Confidentiality/Protected Information.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information. Regarding the receipt and handling of such information, Independent Contractor shall comply with the requirements of Exhibit D and E attached hereto and incorporated herein by this reference. The obligations of Exhibit E shall survive the termination of this Agreement and shall remain in perpetuity.
21. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
22. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
23. **Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
24. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

25. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
26. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
27. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
28. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
29. **Supporting Documents and Order of Precedence.**  
The following documents are, by this reference, expressly incorporated in the Agreement, and are collectively referred to as the "Supporting Documents":  
  - a. The City's Request for Proposals (or other document, however named, which constitutes the City's written request or invitation to submit proposals), together with any documents incorporated by reference therein.
  - b. The City's Letter of Award (or other written document accepting provider's Proposal with any modifications or clarifications).
  - c. The provider's written Proposal (or other written response to the City's invitation, as accepted by the City).

The Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of the Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.
30. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
31. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
32. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
33. **Americans with Disabilities Act Compliance.** Independent Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
34. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

- 35. Non Appropriation.** The obligation of the City to make payments beyond June 30, 2020 is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payments is not secured by the unlimited taxing power of the City and is not a general obligation of the City. The City's obligation to make those payments in any year is subject to future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made. The failure to make a payment due to non-appropriation shall not constitute a default under this Agreement.
- 36. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.
- 37. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

**CITY OF SPRINGFIELD:**

By: Mary Bridget Smith  
Name: \_\_\_\_\_  
Title: City Manager Pro Tem  
Date: March 2, 2020

**INDEPENDENT CONTRACTOR**

By: Michael Griffiths  
Name: Michael Griffiths  
Title: CEO  
Date: 2-21-2020

Reviewed by City Contract Officer

Jaye M. W.  
Date: 2/24/2020

**REVIEWED & APPROVED  
AS TO FORM**

Kristina Kraaz  
DATE: 2/25/2020  
SPRINGFIELD CITY ATTORNEY'S OFFICE

## **EXHIBIT "A"**

### **INDEPENDENT CONTRACTOR STATUS**

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and
2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and
3. Independent contractor is customarily engaged in an independently established business; and
4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Independent contractor complies with at least three of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.
  - (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

## **EXHIBIT "B"**

### **City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws**

**Pursuant to Oregon law, every public contract shall contain the following conditions:**

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, 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 hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**If this agreement is for a public improvement, the contract shall contain the following conditions:**

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract 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 days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
- If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
- If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

#### FEDERAL AGENCIES

Department of Agriculture  
Forest Service  
Soil Conservation Service  
Department of the Army Corps of Engineers  
Coast Guard  
Department of Health and Human Services  
Department of the Interior  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Outdoor Recreation  
Department of Commerce

Fish and Wildlife Services  
Office of Surface Mining  
Reclamation and Enforcement  
Bureau of Reclamation  
Department of Labor  
Occupational Safety and Health Administration  
Mine Safety and Health Administration  
Department of Transportation  
Federal Highway Administration  
Environmental Protection Agency

#### STATE AGENCIES

Department of Agriculture  
Department of Energy  
Department of Environmental Quality  
Department of Fish and Wildlife  
Department of Forestry

Department of Human Services  
Land Conservation and Development Commission  
Division of State Lands  
State Soil and Water Conservation Commission  
Water Resources Department

LOCAL AGENCIES

Common Council, City of Springfield  
Environmental Services, City of Springfield  
Board of Commissioners, Lane County  
Lane Regional Air Protection Agency  
Willamalane Park & Recreation District  
Rainbow Water District

Planning Commission, City of Springfield  
Development Services Department, City of Springfield  
Planning Commission, Lane County  
Springfield Utility Board  
Springfield Downtown & Glenwood Urban Renewal Districts

- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

**If this agreement is for demolition, the contract shall also contain the following conditions:**

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

**EXHIBIT C**  
**OREGON TAX LAWS COMPLIANCE AND CERTIFICATION**

**A. Independent Contractor's Compliance with Tax Laws.**

1. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 1. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Independent Contractor's warranty, in Subsection B.1. of this Contract, that Independent Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Independent Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Independent Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Independent Contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**B. Independent Contractor's Representations and Warranties.**

Independent Contractor represents and warrants to City that:

1. Independent Contractor (to the best of Independent Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals}for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Independent Contractor's Services rendered in the performance of Independent Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## EXHIBIT “D”

### Protected Information

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the event of a security breach of data owned or developed by the City or pertaining to any past or present City FireMed members, Independent Contractor will notify the appropriate City IT Department Director without unreasonable delay and in no case later than 30 days after discovery of the breach. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
6. **Data Re-Use.** Independent Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor

further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor or its subcontractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** N/A.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

## EXHIBIT E

### City of Springfield Business Associate Agreement Between - City of Springfield and INDEPENDENT CONTRACTOR

This Business Associate Agreement ("Agreement") between City of Springfield (Springfield) and INDEPENDENT CONTRACTOR is executed to ensure that INDEPENDENT CONTRACTOR will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Springfield in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

#### A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

#### B. Obligations of Business Associate

INDEPENDENT CONTRACTOR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Springfield any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Springfield without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of INDEPENDENT CONTRACTOR agree to the same restrictions, conditions, and requirements that apply to INDEPENDENT CONTRACTOR with respect to such information;
5. Make available PHI in a designated record set to Springfield as necessary to satisfy Springfield's obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Springfield, or take other measures necessary to satisfy Springfield's obligations under 45 CFR §164.526 in no more than 30 days of a request;

7. Maintain and make available information required to provide an accounting of disclosures to Springfield or an individual who has a right to an accounting within 60 days and as necessary to satisfy Springfield's obligations under 45 CFR §164.528;
8. To the extent that INDEPENDENT CONTRACTOR is to carry out any of Springfield's obligations under Subpart E of 45 CFR Part 164, INDEPENDENT CONTRACTOR shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to Springfield when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. Springfield shall notify INDEPENDENT CONTRACTOR of any restriction on the use or disclosure of PHI that Springfield has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect INDEPENDENT CONTRACTOR's use or disclosure of PHI; and
11. If Springfield is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), INDEPENDENT CONTRACTOR agrees to assist Springfield in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Springfield's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Springfield agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Springfield of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Springfield of any threat of identity theft as a result of the incident.
12. If INDEPENDENT CONTRACTOR is part of a larger organization, INDEPENDENT CONTRACTOR will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by INDEPENDENT CONTRACTOR on behalf of Springfield are limited to:

1. The review of patient care information in the course of INDEPENDENT CONTRACTOR conducting risk and compliance assessment activities, or providing Springfield with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist Springfield in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Service Agreement.
3. Uses or disclosures of protected health information as required by law

**D. Termination**


1. Springfield may terminate this Agreement if Springfield determines that INDEPENDENT CONTRACTOR has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.

3. Upon termination of this Agreement for any reason, INDEPENDENT CONTRACTOR shall return to Springfield or destroy all PHI received from Springfield, or created, maintained, or received by INDEPENDENT CONTRACTOR on behalf of Springfield that INDEPENDENT CONTRACTOR still maintains in any form. INDEPENDENT CONTRACTOR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.
4. The obligations under Section D are perpetual and shall survive termination of this agreement.

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By:   
Name: Michael Griffiths  
Title: CEO  
Date: 2-21-2020

## **Attachment 1**

### **Statement of Work**

Eugene Springfield Fire (ESF) currently administers the FireMed membership program in-house with one full-time staff member and seasonal workers for a campaign that typically runs from April 1 to June 30 each year. In recent years, marketing and outreach efforts have primarily consisted of print materials mailed to homes. As of December 31, 2019, there are 23,920 (14,880 Eugene and 9,040 Springfield) membership households covered by FireMed, of an approximate 128,000 households in the three Ambulance Service Area's (ASA). The membership rate is \$65 per year per household subject to change by City approval.

Currently, FireMed administers two membership options: FireMed Basic: Ground Ambulance Membership and FireMed Plus: Ground, *Plus* Emergency Air Ambulance Membership. FireMed also includes a program called Job Care that offers discounted memberships through employers. The City of Springfield provides FireMed Basic memberships to all its employees except for employees represented by IAFF who receive FireMed Plus.

The specific statement of work requested, and the stated timeframe is as follows:

1. Oversee and carry out all marketing and outreach efforts for Fire Med ground ambulance membership program within Lane County ASAs #4 and #5 on behalf of Eugene Springfield Fire. On its own initiative, Lane Fire Authority may negotiate a contract for these same services based upon the results of this request for proposal.
2. Maintain a membership administration and business office, including but not limited to telephone, web-based, U.S. Postal Service, customer service, and data processing.
3. Administer FireMed ambulance memberships consistent with Terms of Agreement and with ORS 682.071, except:
  - A. FireMed Plus is not required;
  - B. The number of covered medically necessary ambulance transports per year may be limited rather than the current practice of unlimited.
4. Record all pertinent data regarding FireMed members on a secured network in compliance with applicable laws and Exhibit D.
5. Transfer all funds collected for FireMed membership accounts, whether received within the contract period or thereafter, in a timely manner to the appropriate party. Transfer of amounts due to the cities of Springfield and Eugene will occur on the 5<sup>th</sup> day of each month.
6. Provide to Eugene Springfield Fire at [info@FireMed.org](mailto:info@FireMed.org) the following reports and information:
  - A. Monthly report on FireMed ambulance membership fee receipts segregated by ASA.
  - B. Membership information to include a unique identifier for each household, a list of the number of members per household and the household members' name, address, and other pertinent information on each subscriber. City and Independent Contractor will

collaborate on the report format. If final report includes any Personal Identifiable Information it will be transmitted in a secure method in accordance with Exhibit D.

- C. Proofs of outreach and marketing materials in advance of their utilization. These materials shall utilize the logos of FireMed, the City of Eugene, and the City of Springfield.
  - D. Advertising insertion schedules showing the number, type, time of day, identification of media utilized, and other pertinent information on all forms of advertising and marketing.
- 7. Solicit and consider in good faith the advice and recommendations of Eugene Springfield Fire Contact representative(s) in its development or alteration of advertising and marketing materials, ambulance membership policies, procedures and forms. ESF retains final approval authority on all program activities.
  - 8. Proposer representatives shall meet with Eugene Springfield Fire representative(s) to discuss problems and performance. Such meeting shall occur within five (5) days' notice by Eugene Springfield Fire representatives of a request to meet.
  - 9. Develop and utilize marketing and outreach materials that clearly reflect the FireMed ground transport membership area. If the proposal includes the option of an air transport membership program, all materials shall clearly reflect the proposer's primary air transport area in relation to the Lane County ASAs #4 and #5.
  - 10. The City of Springfield grants the Independent Contractor a royalty free license to utilize the trademark FireMed for materials and services delivered to meet the requirements of the contract only. The City of Springfield maintains ownership of all FireMed intellectual property.
  - 11. Eugene Springfield Fire will continue to coordinate reciprocal agreements with ambulance service providers throughout the state of Oregon.

### **Implementation Timeline**

March 2020

- 1. By the 1<sup>st</sup>, contracts signed
  - a. For FY21, ESF does not intend to implement a fee change and will not change the definition of head of household.
- 2. By the 6<sup>th</sup>, Life Flight and ESF will review a draft letter of transition to members.
- 3. By the 10<sup>th</sup>, ESF will prepare a sample membership file for transfer to Life Flight
- 4. By the 13<sup>th</sup>, Life Flight will present the website modifications it proposes to implement.
- 5. By the 13<sup>th</sup>, Life Flight will present a mock up of the Eugene Springfield Fire FireMed brochure with agency specific photos and logos. Spanish version will be made available.
- 6. By the 20<sup>th</sup>, Life Flight will present its proposed social media campaign for Facebook and Instagram.
- 7. By the 27<sup>th</sup>, Life Flight will present its Year 1 advertising and outreach plan to include at minimum:
  - a. Annual presentation to both Eugene and Springfield Chambers of Commerce
  - b. Sponsorship of two youth teams or organizations – one in each city

- c. Booth or presence at the Lane County Fair
  - d. Engagement with Lane Workforce Partnership
  - e. Biannual membership drives
8. By the 31<sup>st</sup>, Life Flight will mail the transition letter to members.

April 2020

- 1. By the 3<sup>rd</sup>, ESF and Life Flight will develop the renewal process for Springfield employees and volunteers.
- 2. By the 10<sup>th</sup>, Life Flight will deliver a test version of the monthly report for validation of interface with the Zoll RescueNet Billing Software.
- 3. By the 15<sup>th</sup>, ESF will prepare a membership file for transfer to Life Flight.
- 4. By the 24<sup>th</sup> Life Flight will have data fully imported and platform ready for “go live”
- 5. On the 30<sup>th</sup>, ESF will cease accepting new and renewal memberships and transmit a final transition membership list to Life Flight.

May 1, Life Flight is “go live” on accepting new memberships and renewals; and kicks off campaigns.