

IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer list contact:

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

“RFP# 644 Critical Care Ambulance Transports” in subject line

Company name

Primary contact name

Primary contact title

Primary contact direct phone #

Primary contact email

It will be the responsibility of each participating Vendor to refer daily to the City of Springfield – Purchasing/Contracts website to check for any available addendum to current opportunities, cancellations or intents to award posted there.



**City of Springfield
Fire and Life Safety Department**

RFP # 644

**REQUEST FOR
PROPOSALS**

FOR

**Critical Care
Ambulance Transport Services**

January 9, 2012

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal #644
Fire & Life Safety Department
Critical Care Transports**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 9th of February, 2012 and opened at 2:00 p.m. local time the same day, for proposals regarding Critical Care Transports. Sealed bids must be marked "**RFP #644 Critical Care Transports**".

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP #644 Critical Care Transports*) or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposal when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: January 9, 2012
Daily Journal of Commerce: January 9, 2012

I. Proposal Overview

The City seeks qualified proposers to provide critical care ambulance transportation services, originating at a hospital, within the ambulance service area assigned to the City of Springfield under the Lane County Ambulance Service Area Plan, all as described within this Request for Proposal (RFP). The successful proposer's responsibilities will include operation of critical care ambulance transport services seven (7) days per week, twenty-four (24) hours each day, 365 day a year. All services must be provided without regard to the patient's status or ability to pay costs.

An RFP packet may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

It is the City's intent to establish an agreement with a qualified supplier of critical care transportation services. The agreement may be updated annually, to extend the term for not more than two successive one year periods, upon mutual agreement of the parties. If extended, City shall consider the requirements of the Springfield Municipal Code (SMC) Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

II. Proposal Format

Proposals must include the items listed below.

- A. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Specifications of proposal and background information are outlined in Attachment 1. Please express how you propose to meet the specifications in your proposal. Springfield Fire & Life Safety is interested in providing quality care to all patients, which includes mode of transport, based on patient condition. Detail proposing firm's experience in providing critical care ambulance transportation services. Preference will be given to proposer's who have extensive experience in air and ground critical care transports with significant resources already in place in the Eugene/Springfield metro area.
- E. Completed Attachment 3 - Bond
- F. Signed Attachment 4 – Authorization to Legally Bind Bidder

G. Completed Attachment #5 - Minority Women Emerging Small Business Form (MWESB)

III. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate Fire & Life Safety personnel when more detailed technical explanations are required, and upon receipt of response from City of Springfield Fire and Life Safety personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII)

IV. Schedule For Selection Process

Proposals Advertised	January 8, 2012
RFP Available	January 9, 2012
Requests to Consider Equal Specification Due	January 19, 2012 5pm Local Time
Requests to Consider Exceptions Due	January 19, 2012 5pm Local Time
City's Determination Regarding Equal Spec.	January 26, 2012
Proposals Due /Opening	February 9, 2012 2pm Local Time
Interviews (if necessary)	February 14, 2012 (Approximate)
Notice of Intent to Award	February 15, 2012 (Approximate)
Contract Awarded	February 23, 2012 (Approximate)

V. Selection Criteria And Process

Each proposal will be compared to the specifications stated herein. Points will be assigned to proposals that most closely match or exceed the RFP requirements based on the selection criteria. The Proposal with the highest number of assigned points will be selected for the contract. Please express how you propose to meet the specifications in your proposal.

- A. Conformity of proposal to this RFP (see II pgs 3-4 & Att 1 pgs 9-29) 5 points
- B. Deployment Plan & Strategies (see Att 1, Sect 4 a-e; pgs 15-19) 50 points
- C. Personnel, Clinical Training & Medical Direction (see Att 1, Sect 4 f -i; pgs 19-21) 30 points
- D. Experience providing critical care air and ground transports (see Att 1, Sect 3a.1, pg 14) 5 points
- E. Quality Improvement, Performance & Audit Programs (see Att 1, Sect 5-6; pgs 21-27) 10 points

In the event of a tie the tie breaker will be the **B. Deployment Plan & Strategies** and a second tie breaker will be the **C. Personnel, Clinical Training & Medical Direction.**

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 4 Authorization to Legally Bind Bidder).

One original and (3) three copies of the proposal, clearly marked **“RFP #644 – Critical Care Ambulance Transport Services”** and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, February 9, 2012 at the following address:

City of Springfield
Administrative Services Dept.
Attention: Jayne McMahan, Sr Management Analyst
225 Fifth Street,
Springfield, Oregon 97477

Proposals will be opened on February 9, 2012 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on February 9, 2012 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.ci.springfield-or.gov) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

Addenda may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the [Purchase/Contracts](#) hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 2.

Contract shall commence on a date agreed upon by both parties and shall continue for one year unless, extended, modified, or terminated as provided in the contract. Contract may be extended for two additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

IX. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for award.

X. City Selection Discretion

City reserves the right to reject any or all proposals and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective Proposers.

XI. Proposal Ownership

All material submitted by the Proposers shall be considered property of City, and City shall not be required to return same to any Proposer. The material submitted by Proposers will be treated in the same manner as City's own records.

After proposal opening, all proposals become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their proposals.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions To RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov), click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before **January 19, 2012**.

XIII. Equal Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, Management Analyst at City of Springfield Finance Department, a written request for change to any of the requirements listed in this Request for Proposal. Such request shall be delivered on or before **January 19, 2012**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective Proposer,
- A statement of the form of relief requested or any proposal changes to the specifications.

The City will review the change request and notify the prospective Proposer of the decision in writing prior to the RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

XIV. Protest

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives Proposers right to pretest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XV. Cost Of Proposal

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their proposals. This includes any costs in the submission of a proposal or in making necessary studies or designs for the preparation thereof.

XVI. Submission Requirements

Your proposal must contain all of the information requested in the request for proposal. Specific requirements, including background information are included in Attachment 1.A completeness check will be conducted for each proposal. Incomplete proposals will not be accepted.

ATTACHMENT 1
CRITICAL CARE AMBULANCE TRANSPORT SERVICES

1. General Information

a. Description of the City of Springfield

The City of Springfield is the ninth-largest city in Oregon, with a population of approximately 58,575 (Lane Council of Governments, December 2010 estimate) and an incorporated area of 15.57 square miles. Located in western Oregon's southern Willamette Valley, the community was first settled by Elias and Mary Briggs and their family in 1848. It was formally incorporated in February 1885 as Springfield, after the field near the spring was fenced, creating a 'springfield'.

The Springfield charter became effective December 31, 2001. It can be found on the City's web site at <http://www.springfield-or.gov>.

The City operates under a council/manager form of government. The City Council develops and adopts legislation and policies to direct the City organization, but employs a professional administrator (the City Manager) to manage and oversee all City personnel and operations to carry out the council's direction. The City is organized into six departments: Administrative Services; Public Works; Library; Development Services; Police; and Fire & Life Safety.

The City Council consists of six Councilors, who each shall reside in a specific geographic ward, and are elected by the city at large on a nonpartisan ballot for staggered four-year terms. The Mayor is the Chief Elected Officer of the city. The Mayor is elected from the city at large on a nonpartisan ballot for a four-year term.

b. Overview of the City of Springfield's Department of Fire & Life Safety

Fire protection in Springfield was first organized on January 4, 1886, as the Springfield Fire Company. The department is now known as the Department of Fire & Life Safety (SFLS) and has been in continuous operation since that time. The department began providing ambulance transport services in 1981 and continues to provide this service to a large area of central Lane County.

The City Manager appoints the Fire Chief, who is responsible for organizing and administering the department. The department consists of 103 full time equivalent (FTE) positions, including 80 uniformed and 23 civilian positions, organized into five functional divisions: Operations; Special Operations, EMS and Community Relations; Fire Marshal's Office and the Administrative Services Bureau.

The Department of Fire & Life Safety provides fire, rescue, emergency medical, code enforcement, and fire/injury prevention education services to the citizens of Springfield and to three neighboring special districts through long-standing contractual agreements. See table below.

Table 1.1 Primary Service Area Statistics

LEGAL JURISDICTION	POPULATION	AREA (sq. mi.)
City of Springfield	58,575	14.43
Rainbow Water District	5,350	1.55
Glenwood Water District	1,900	2.57
Willakenzie-Spfld RFPD	1,600	0.60
TOTAL	67,425	19.15

In addition, the Department of Fire & Life Safety provides emergent and non-emergent ambulance transport service to Lane County Ambulance Service Area (ASA) #5. This ASA includes all the jurisdictions listed above plus a large adjoining rural area primarily to the south and east for a total service area of approximately 2,000 square miles.

c. Medical Direction & Oversight

Medical direction and oversight is provided under a contract with a local emergency department physician who is a Medical Director with considerable experience in the practice of pre-hospital emergency medicine and who provides medical advice and accountability.

i. Standing Medical Orders and Treatment Protocols

Standing Medical Orders and Treatment Protocols are developed by the Lane County Medical Control Board (LCMCB). The LCMCB is comprised of the Medical Directors' representing Springfield Fire & Life Safety, Eugene Fire & EMS, Lane Rural Fire/Rescue, Lane Fire District #1, and South Lane Fire & EMS. The LCMB meets regularly to develop guidelines reflective of current trends and evidence in the practice of pre-hospital care.

d. Critical Care Transports (CCT)

i. Definition. As defined by the Standing Medical Orders and Treatment Protocols under which the City of Springfield Department of Fire & Life Safety operates, a CCT is defined as follows:

- Applies to inter-hospital transfers of critical patients that have a time-sensitive condition that need to be transported immediately, and where out-of-hospital time should be minimized
- Requires a Paramedic and a Registered Nurse certified in medical and trauma critical care that may:
 - Start/maintain saline drip
 - Provide advanced airway management to the following patients:
 - Intubated patients
 - Respiratory distress patients that may require emergency CPAP/BiPAP
 - Patients on ventilator

- Medications
 - Administer and maintain med drips and may bolus meds beyond Springfield Fire & Life Safety protocols/standing orders
- Cardiac patients:
 - Stable/unstable rhythms
 - ST Segment STEMI
 - Active chest pain with ongoing dynamic ECG changes
 - Potential need for manual defibrillation
 - Patients requiring cardiovent
 - Patients requiring external pacing and/or external pacing already in place
- OB Transfers (stable/unstable)
 - Acute high risk labor/delivery may be imminent

ii. Transport options. The mode of transport of a critical care patient depends on a variety of factors (weather, equipment availability, etc.) and may be done by ground or air. Springfield Fire & Life Safety supports the mode of transportation best for the patient. Air ambulance will be preferred over long distance ground transport, if available, or in cases where best for the patient.

e. Advisory Committees

Springfield’s Fire & Life Safety Department actively participates in several internal and external advisory groups and committees relating to EMS and pre-hospital care, including:

- i.** Central Lane Emergency Medical Services
Area EMS Coordinators/EMS Chiefs/EMS Officers meet regularly to discuss equipment needs and purchases, EMS issues and concerns.
- ii.** Oregon State Ambulance Association
- iii.** Oregon Fire Chief’s Association – EMS Section

f. Finance

Springfield Fire & Life Safety’s ambulance transport section operates as a user-fee-supported system. Fees for operation are generated through patient transports, treat and release aid responses and revenue generated through the annual FireMed membership program.

The successful Contractor will honor and fulfill the FireMed contract obligations for those patients needing medically necessary transport. See attachment #6.

2. Response Information

a. Average Area Protected by Initial Response Companies

The department's fire first response area is approximately 19 square miles, while our EMS first response area is approximately 2,000 square miles. The department's fire first response needs are served by five engine companies. Therefore, the average area covered by each staffed first response fire crew is approximately 3.8 square miles. Three front line ambulances respond out of three fire stations throughout the city, and given our large ASA, are often out of their home district on calls.

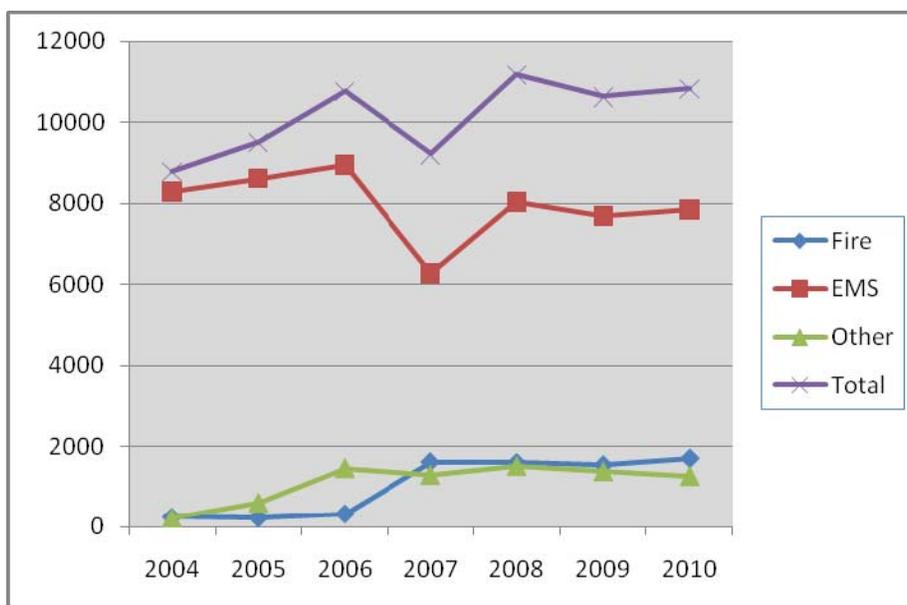
b. Frequency of Calls

The Springfield Fire & Life Safety Department provides both EMS first response and ambulance transport services to a large portion of east/central Lane County, and responds to approximately 10,000 emergency medical calls for service per year. Because the majority of the department's call load involves emergency medical service delivery, every Springfield engine company is equipped as an advanced life support (ALS) first response unit, and staffed with at firefighter/paramedics.

It is the intention of Springfield Fire and Life Safety to incrementally create a tiered response system within ASA#5. Utilizing a contracted provider to supply specific parts of the response system maximizes the available time for Springfield resources to be available for in-district emergency calls and other duties.

Figure 2.1 shows the trend of medical responses since 2004.

Figure 2.1 Calls for Service 2004-2010



The department currently responds to approximately 21 such incidents each 24-hour period, as seen in Table 2.2 All engine companies are fully qualified paramedics, and outfitted with a complete inventory of advanced life support equipment, providing the City and its protection districts with consistent paramedic first response capability on all incidents.

Table 2.2 Frequency of EMS Incidents

	<u>CY08</u>	<u>CY09</u>	<u>CY10</u>
<u>Total</u>			
<u>Daily Avg.</u>	<u>22</u>	<u>21</u>	<u>21</u>

Table 2.3 shows the numbers of calls when patients were actually transported, not necessarily the total number of patients. Pre-scheduled calls are included in the frequency of calls.

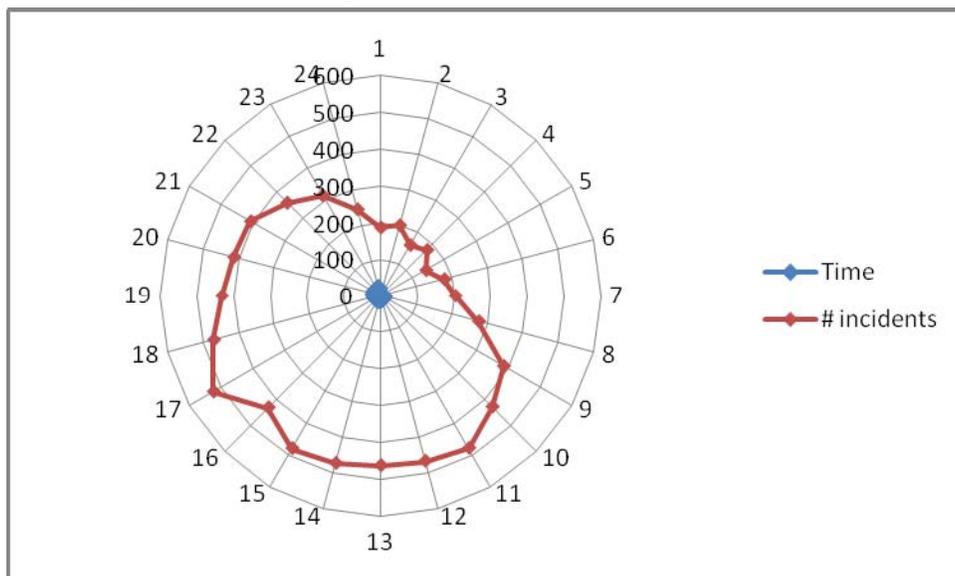
Table 2.3 Frequency of EMS Transports

<u>Call Type</u>	<u>CY08</u>	<u>CY09</u>	<u>CY10</u>
<u>Transports</u>	<u>6838</u>	<u>6443</u>	<u>6475</u>
<u>Daily Avg.</u>	<u>18.68</u>	<u>17.65</u>	<u>17.74</u>

c. Temporal Distribution of Calls

Calls for service are not distributed uniformly throughout a 24-hour period. The following radius graphs display the temporal distribution of calls for ambulance service by the department in calendar year 2010 by time of day using a 24-hour clock.

Figure 2.2 Temporal Distribution of Medical Incidents



d. Medic Units (Ambulances)

The department currently deploys three 24-hour dual-role (firefighter/paramedic) Type I ambulances staffed with at least two Paramedics. The remainder of the fleet is Type I units in reserve status. All of Springfield’s medic units carry a full complement of advanced life support equipment, and are licensed and designated by the State of Oregon as advanced life support (ALS) ambulances.

The primary role of the medic unit in Springfield’s system is the treatment and transport of the sick and injured patients within our county-designated ambulance service area. Personnel assigned to staff medic units are also qualified and able to function as firefighters, which helps augment Springfield’s overall daily firefighting force.

e. Expected Critical Care Transport Call Volume

The expected volume of inter-facility critical care transports, based on Springfield Fire & Life Safety’s experience is approximately 20 per year. Total gross dollars billed for these 20 transports in FY11 was approximately \$74,000, with a 38% net collection rate. This includes all types of insurance reimbursements (i.e. Medicare, Medicaid, Private Insurance, etc.).

3. General Qualifications and Requirements

a. General Qualifications

1. The proposer shall have a minimum of ten (10) years experience providing ground or air ambulance transport services, serving a population of at least 50,000. Preference will be given to proposer’s who have experience in air and ground critical care transports with significant resources in place, or will be in place at commencement of contract, in the Eugene/Springfield metro area. Document experience and resources in your proposal.

b. General Requirements

i. Performance Security

The successful proposer must execute and deliver a good and sufficient performance bond in a sum equal to One Hundred Thousand Dollars (\$100,000.00), for the faithful performance of its obligations. In lieu of a surety bond, the City may allow the successful proposer to submit a cashier’s check or certified check in the same amount or establish a cash escrow account of the same amount at an institution and under escrow instructions acceptable to the City. The Performance Bond shall be renewable annually for the life of the Contract. See sample in Attachment 3.

ii. Equal Opportunity

It is the policy of the City to promote equal opportunity to all persons regardless

of race, color, religion, national origin, sex, age, or handicap, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy becomes an obligation which must be assumed by the successful proposer as well. Because in some cases religion, sex, age, disability, domestic partnership, familial status, sexual orientation, gender identity, source of income or marital status may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the obligations, terms and conditions stated in the “Standard Contract Provisions” shall apply.

Violation of these provisions may be grounds for immediate termination of any agreement without recourse by the proposer.

iii. Successful Proposer’s Responsibilities

The successful proposer will be required to assume responsibility for all services offered in the proposal and for all contractual matters.

iv. Insurance

The successful proposer, at its own expense, shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth in Attachment 2 – Sample Contract, Section 13 – Insurance of the RFP, which will protect it and the City from claims which may arise out of or result from the successful proposer’s operations under the agreement.

The successful proposer must submit proof of insurance coverage as part of the agreement signing process and prior to beginning work under the agreement.

4. Performance Requirements

a. System Integration

i. Scope of Services Generally

The provider shall provide Critical Care Transport (CCT) services from the two hospitals within Ambulance Service Area 5 (ASA #5) assigned to the City of Springfield under the Lane County Area Service Plan. The provider’s responsibilities will include being available for ground ambulance transport services for CCT seven (7) days per week, twenty-four (24) hours each day. The medically appropriate level of service must be provided without regard to the patient’s status or ability to pay costs.

ii. Start-Up

It is desirable to have the successful provider be able to begin operations on or about February 1, 2012 or as soon as possible. As part of the proposal, the proposer shall outline the earliest start date available.

b. Deployment Plan

i. Deployment Plan Required

1. The provider shall be required to develop and maintain a current deployment plan.
2. Deployment plans must include the following elements:
 - a. A description of 24-hour system status management strategies to deploy or redeploy resources to meet hospital requirements.
 - b. A description of how CCT calls will be staffed including the number of full-time or part-time employees utilized.
 - c. A description of any planned use of call back crews.

3. Deployment or Redeployment of Resources

Notwithstanding any deployment plan, the provider shall deploy or redeploy staff and equipment as necessary to avoid a degradation of the regional EMS system.

4. Resources

The provider is required to provide critical care transport services within the contracted ASA with its own resources. The resources must be stationed so that the provider is able to meet the response timelines specified. All ambulance resources must comply with all specifications herein.

c. Operations Requirements

i. Response Time Requirements

Response times are critical to patient care. Critical Care Transports are scheduled by the hospital desiring the patient transport. Response time required is within 30 minutes of dispatch. Current dispatch procedure has the on duty Battalion Chief contacting provider's dispatch center and providing hospital contact information and other information as available.

ii. Failure to Meet Response Time Requirements

The provider is expected to meet or exceed the required response times to every call and failure to do so may result in termination of the contract agreement. The provider 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.

Response Time Exemptions

It is understood that unusual circumstances and conditions beyond the provider's reasonable control can produce response times that exceed the

standards. If the provider believes that any run or group of runs should be excluded from the response time standards, a written request must be made to the City's Contract Administrator. Any requests for exemption from response time standards shall be made with the quarterly Response Time Reports. The City 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, but are not limited to:

1. Provider Services
 - a. Adverse weather and/or road conditions
 - b. Vehicle problems
2. System
 - a. Response area obstacles (e.g., limited access, barrier devices).

d. Dispatch Requirements

i. Communications Center

The provider is required to establish a local non-emergency contact number. For critical care transports, the provider must provide its own dispatch services using call taking and dispatching personnel that meet or exceed Oregon standards and training for telecommunication personnel.

e. Equipment and Supplies

i. Communications Equipment

The provider must have and maintain in good operating condition portable and mobile communications equipment as specified by the City. The provider will be financially responsible for all costs associated with implementing, upgrading, and making changes required by the City.

ii. Medical Equipment and Supplies

1. *Specifications and Coordination:* The provider must utilize ambulances with supplies and equipment necessary to carry out critical care transports. The provider's equipment and supplies must meet or exceed the Oregon Department of Human Services, Health Services Division requirements and the City's supply and equipment requirements. The provider will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.
2. *List:* The provider must provide a list of equipment and supplies used on ambulances providing critical care transports. The City may require the provider to replace any equipment or supply that does not meet

requirements or the City's specifications.

3. *Exchange:* The provider will be required to provide and maintain its own equipment and will not rely on exchanges from the City or Central Lane EMS unless a separate agreement with Central Lane EMS is reached.
4. *Logistics:* The provider is responsible for the purchase of all supplies and equipment, and maintaining the cleanliness and adherence to infection control procedures for all equipment and transport units.

iii. Ambulances

- iv. *Quality:* All ambulances in service in the City's ASA shall be in good working order and appearance. No Type I ambulance utilized by the Provider may have mileage in excess of 200,000 miles unless otherwise approved by the City's Fire Chief. No Type II ambulance utilized by the provider may have mileage in excess of 100,000 miles unless otherwise approved by the City's Fire Chief. No Type III ambulance utilized by the Provider may have mileage in excess of 150,000 unless otherwise approved by the City's Fire Chief. Vehicles or equipment that the City 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.
- v. *Specifications:* All ambulances utilized must be licensed as required by the Department of Human Services, Health Services Division and City of Springfield Municipal Code Section 7.032 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.
- vi. *Color, Marking and Warning Devices:* All proposed markings and color schemes shall be submitted to and approved by the City prior to implementation and the Provider may be required to change markings and color schemes if required by the City at any time.
- vii. *Maintenance:* The Provider 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 Provider in providing services that are reasonably found by the City to have any deficiency that may compromise function, must immediately be removed from service.
- viii. *List:* The Provider 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 City immediately upon request.

f. Personnel and Clinical Standards

i. Staff, General

The City expects that provider's provision of services shall conform to the highest clinical and professional standards. In doing so, the provider shall comply with all applicable City, County, State, and Federal laws, regulations and standards regarding the provisions of services. All persons employed by the provider shall be competent in the performance of their duties, hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The provider shall be held accountable for employee performance, licensing and actions. The provider shall cooperate and submit to individual and corporate investigations requested by the City.

ii. Command and Control Structure

The provider must be NIMS (National Incident Management System) compliant throughout the duration of their contract with the City.

iii. Ambulance Staffing

The provider shall *at minimum* staff ambulances providing critical care inter-facility transports with at least one qualified driver, one certified EMT-Paramedic, and a Registered Nurse certified in medical and trauma critical care (CCRN). The Registered Nurse must always be with the patient in the patient compartment of the ambulance.

When operating an ambulance, all personnel must meet the applicable requirements of ORS 682.051 to 682.991 and OAR 333-255-0070.

All personnel staffing ambulances must be certified, in good standing, with the Oregon Department of Human Services, Health Division. The provider must use reasonable efforts to hire and retain personnel with bilingual skills, especially Spanish.

iv. Management and Supervision

The provider will provide the management and supervision necessary for effective oversight, and administration of critical care transport services. At least one field supervisor, with current credentials and clinical field experience, shall be on duty or on call at all times in order to oversee or provide support to field personnel as necessary. This person shall be available on scene within 45 minutes.

In addition, the contract administrator named by the provider in its proposal may not be changed without approval of the City. Approval will not be unreasonably withheld.

v. Uniforms and Appearance of Personnel

The provider's personnel shall wear clean, professional uniforms. All shirts, trousers, jackets and shoes must be approved by the City.

vi. Competence and Professionalism of Personnel

Professional and courteous conduct and appearance is required at all times from the Provider's personnel.

vii. Personnel Training

1. Orientation of Employees

The provider must ensure that all employees have been properly oriented before being placed on transporting ambulances. The orientation shall include but not be limited to: overview of the City's EMS system; applicable policies, procedures, orders and protocols (to include HIPAA and infection control); all communications; navigation, mapping, hospital routes; ambulance equipment utilization and maintenance. Orientation curriculums must be pre-approved by the City's EMS Training Coordinator prior to implementation. The provider must maintain documentation of compliance with these requirements.

2. Training Records

All personnel training records must be provided to the city within 24 hours of request.

3. Student Internships

It is highly recommended that the provider will assist with and accommodate local students needing internships or field experience to obtain the necessary requirements to complete EMT training and certification.

g. Medical Direction

The provider must at all times, and at its' own expense, contract with a local Medical

Director who attends a minimum of 70% of the Central Lane Medical Control Board meetings, to act as the provider's Supervising Physician for purposes of assigning and monitoring the quality of care and education. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the provider and whoever provides the medical direction.

h. Standing Medical Orders and Treatment Protocols

The provider shall have adequate standing medical orders and treatment protocols.

i. Work Schedules and Employee Affairs

The provider shall have reasonable work schedules and conditions. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

The City expects that to attract and retain outstanding personnel, the provider must offer reasonable compensation. The City in no way intends to restrict the ingenuity of the provider and its employees from working out new and creative compensation (salary and benefits) programs. However, the provider should not use sub-standard compensation levels in order to deliver economic efficiencies necessary to profitably manage its agreement with the City.

The City emphasizes that the provider is responsible for conducting its affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the agreement. The City will not otherwise involve itself in provider's management or employee relationships. The provider is an independent contractor and neither the provider nor any of its employees are considered employees or agents of the City.

The City shall, throughout the term of the agreement, have the right of reasonable rejection and approval of staff assigned to the work by the provider. If the City reasonably rejects staff, the provider must provide replacement staff satisfactory to the City in a timely manner and at no additional cost to the City.

5. Quality, Performance and Audit Programs

a. Compliance and Audit Program

The provider shall establish and maintain a compliance and audit program as recommended by the Office of the Inspector General for all Centers for Medicare/Medicaid Services (CMS) programs applicable to ambulance transportation. In addition, the provider must provide prompt response and follow-up to inquiries and complaints from CMS, the Oregon Health Plan and the City.

b. Quality Audits and Inspections

City representatives may at any time, and without notification, inspect the provider's operations directly related to services provided in the agreement. This shall include, but not be limited to, CQI assessments, ambulances, repair facilities, communication and administration facilities. In addition, City representatives may ride as observers on any ambulance at any time.

City representatives may also audit all reports and data that the provider is required to collect, maintain or provide. Such audits will be conducted during normal business hours with a minimum of 48 hours notice.

c. Data and Information Reporting

The long-term success of any EMS system is predicated upon the ability to measure, analyze, and report operational, clinical and administrative data. The provider shall be responsible for data input and reporting in a manner which facilitates review by the City and any other entity authorized by law or contract to review data and reporting. All systems and reports must comply with the City's ASA requirements as well as City, State, and Federal data collection and reporting requirements.

i. Response Time Report

The provider shall submit to the City electronically quarterly response reports for each quarter. Reports must be received no later than 5 PM, five (5) business days after the final day of the quarter. The contact for this requirement will be the Deputy Chief of EMS and Community Relations.

For each incident for which a response is dispatched, the quarterly response time compliance report shall include, but not be limited to:

- A unique call number which shall be the call number generated by 9-1-1 Central Lane Communications, or another number that a City reviewer can easily link to the provider's dispatching system if the call is not dispatched by 9-1-1 Central Lane Communications;
- Dispatch date;
- Dispatch time;
- En-route to hospital time;
- Arrive at hospital time;
- Time transport ended, (clear time?); and
- Identification number of the ambulance(s) that arrived on scene.

ii. Non-Compliant Response Report

The provider shall submit a quarterly non-compliant response report

electronically to the City, no later than 5 PM, five (5) business days after the final day of the quarter. The contact for this requirement will be the Deputy Chief of EMS and Community Relations.

This report shall include all information outlined in Section 5.d.i for all calls in which the response time requirements were not achieved, if any.

iii. Incident Reports

The provider will complete and submit to the City within 48 hours, or any shorter time if required by the City's Fire Chief, incident reports for each action considered non-conforming to policies and procedures and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents or vehicle failures while on a call, equipment failures, patient injuries, and patient or facility complaints. A copy of all incident reports shall also be maintained on file at the provider's administrative offices.

Incident reports must include but not be limited to the following information:

- Date of incident;
- Incident number if applicable;
- Personnel involved;
- Unit number if applicable;
- A detailed narrative of the event; and
- A narrative of corrective action taken.

iv. Quality Improvement Reports

Within fifteen (15) days following the end of each quarter, the provider shall provide a report in writing and electronically, summarizing quality improvement activities of the previous month.

v. Pre-Hospital Patient Care Reports

Patient care report (PCR) is required to be completed, and submitted as required, for all patients for whom care is rendered. In order to facilitate system and quality improvement efforts, the PCR must meet with the state of Oregon requirements. The provider must provide a copy of a PCR within 24 hours of a city request. The provider will cooperatively work with the City's Fire & Life Safety Department to develop and implement a PCR reporting system acceptable to both parties. In the event consensus is not achieved, the City may require the provider to use whatever reporting system the City uses. Costs associated with the development and implementation of the reporting system shall be provider's responsibility.

NOTE: All electronic reports shall be a comma delimited ASCII or EXCEL files unless agreed to otherwise by the City. Springfield's secure FTP site shall

be used if a report contains any information that is protected under HIPAA.

d. Record Requests

The provider shall also complete, maintain, and if requested by the City, provide access to or copies of the following records and reports (including supporting data if requested) within fifteen (15) working days of the request.

- Equipment failure records
- Vehicle maintenance records
- Patient account records
- Deployment planning records
- Continuing education and training reports
- Office of Inspector General recommended Medicare Audit Compliance reports

6. Finance and Administration

a. Budgeting

The provider shall provide to the City complete information on the full costs of its service on a quarterly basis. “Full costs” shall be defined as all costs attributable to the provision of services provided under the agreement. If revenue from ambulance service billing does not cover costs of operations, the provider shall document its projected source of revenue to offset such loss and shall detail the provider’s projected time frame to recoup losses.

b. Business Office, Billing and Collection System

The provider will be responsible for all ambulance billing and revenue for services provided by provider’s ambulances and staff only. The City will be responsible for all ambulance billing and revenue for services provided by City resources. However, if the provider so chooses, the provider may negotiate billing services as a separate contract with the City.

The provider shall utilize a billing and collections systems that includes a reporting system acceptable to the City, is easy to audit, is HIPAA compliant, minimizes the effort required to obtain reimbursement from third party payers and is capable of electronically filing Medicare claims.

The provider shall provide a local or toll free phone number for inquiries from patients and third-party payers. This phone number will be included on all ambulance bills sent by provider.

c. Ambulance Rates

The provider may set its own rates for service subject to approval of the City Manager.

Current Springfield ground ambulance rates:

Base rate \$1,600, mileage \$20.00/pt. mile.

d. Annual Financial Audits

Provider shall supply to the City annual audited financial statements prepared by an independent public accounting firm in accordance with Generally Accepted Accounting Principles (GAAP). Statements shall be available to the City within one hundred twenty (120) calendar days of the close of provider's fiscal year. If provider's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements shall be required and shall be subject to the independent audit.

The provider shall maintain its financial records for a period of five (5) years after termination of the agreement with the City, or until the records have been audited by the City, whichever event occurs first. These records shall be made available during the term of the agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. The City reserves the right to conduct an independent audit of these records at any time and the Provider will provide access to all relevant records and cooperate fully with any such independent audit.

e. Compliance with All Laws and Regulations and Reporting

i. Compliance

The provider must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including without any limitation whatsoever the **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and its implementing regulations;** Oregon Revised Statutes chapter 682; Oregon Administrative Rules Chapter 333 divisions 250, 255, 260 and 265; and Oregon Administrative Rules Chapter 847, division 035, and Oregon Occupational Health & Safety Administration (OR-OSHA). The provider must also obey all provisions of the Lane County Ambulance Service Plans and ordinances applicable to ambulance providers (except response time reporting for which the City will be responsible).

The provider must also comply with all provisions in this request for proposal and nothing in the foregoing shall be construed to allow the provider to not comply with any request for proposal requirement imposing additional or higher or stricter standards or requirements.

ii. Reporting to City

The provider shall notify the City anytime the provider or any of its employees are named or noticed in any administrative, civil or criminal proceeding. This notice shall be in written form and forwarded to the City within five (5) working days of the date the provider or any of its employees become aware of any such claim or notice.

The provider shall also notify the City anytime the provider or any of its employees are audited by any regulatory authority. This notice shall be in written form and forwarded to the City within five (5) working days of the date the provider or any of its employees become aware of any such audit.

The provider shall notify the City of the results of any proceeding or audit. This notice shall be in written form and forwarded to the City within five (5) working days of the resolution.

f. Demonstration of Financial Position

i. Financial History

Provide evidence clearly documenting your financial history for the past two (2) years. If you are part of a larger entity, all financial information must be reported for the operational unit submitting the proposal. If you are a multi-site operator or subsidiary operation, you may report consolidated financial information provided that a letter guaranteeing your performance with the full faith and credit of your organization is included with the financial data and is signed by an official with the authority to commit the parent organization.

ii. Proposed Operating Budgets

Submit three completed "Proposed Operating Budgets," one for each of the first three (3) years of operation.

iii. Projected Revenues

Projected revenues must be clearly identified, for each of the first three (3) years of operation, including all sources of revenue. If projected revenue does not cover operating expenses for any year, identify a financial plan to address any such deficits.

iv. Organizational Chart

Provide a current organizational structure chart identifying position titles and chain-of-command relationships.

v. Capital Resources

Provide and document the following:

1. Access to sufficient capital to provide for implementation and start-up of the agreement.
2. Financial reserves, or net worth, sufficient to fully sustain the operation for 3 months in case you have incorrectly estimated expenses or profits from the operation. Explain plan for funding operation if you do not have sufficient reserves.
3. Any issue or potential event that may have a material bearing on your financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
4. If you or your parent company is publicly traded, a copy of the most recent annual report and SEC forms 10(k) and 10(Q). These must include audited financial statements for at least the past three (3) years.
5. If you are not publicly traded, copies of audited financial statements for the last two (2) years.
6. A compliance program for all federal programs (Medicare and Medicaid) and third party payer billing. You must identify your program, methods, documentation guidelines and implementation procedures. You must also identify your compliance officer and detail policies related to reporting and resolution of compliance issues.
7. Identify the automated program for billing Medicare and Medicaid electronically.
8. Identify and describe the circumstances of any bankruptcy filings involving your organization within the past five (5) years.

7. Independent Contractor Agreement

By submitting a proposal in response to this request for proposal, each proposer agrees that if selected, the proposer will enter into an Agreement with the City in a form substantially similar to Attachment 2. Each proposer submitting a proposal specifically and expressly agrees that the following provisions will be included in the agreement awarded as a result of this request for proposal.

a. Oregon Revised Statutes, Chapter 279 Provisions

- i.** Provider shall make payment promptly, as due, to all persons supplying to the provider labor or material for the prosecution of the work provided for in the agreement.
- ii.** Provider shall not permit any lien or claim to be filed or prosecuted against the City of Springfield, on account of any labor or material furnished.
- iii.** Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- iv. Provider shall demonstrate that an employee drug testing program, acceptable to the City, is in place.
- v. Provider's employees 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 who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- vi. Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees, of all sums which provider agrees to pay for such services and all moneys and sums which provider 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.

b. 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":

- i. 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.
- ii. The City's Letter of Award (or other written document accepting provider's Proposal with any modifications or clarifications).
- iii. 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.

c. Payment of Taxes

The provider shall assume and pay all applicable State, Federal, and Municipal taxes and contributions which are payable by virtue of the performance of this agreement. The City shall not be responsible for any taxes and will provide its tax exempt identification number upon request.

d. HIPAA Compliance

The City and provider will be compliant with all current and future HIPAA rules and regulations implemented. The City and provider will enter into HIPAA Business Associate Agreements which will be in effect throughout the terms of the agreement.

e. Identity Theft Protection Program

The City and provider will be compliant with the Oregon Identity Theft Protection Act of 2007 (ORS 646A.600). In order to comply, the provider shall maintain a program with appropriate policies designed to detect, prevent and mitigate identity theft.

- 4. Solicitation Process.** This contract was awarded pursuant to the City's RFP #644 Critical Care Ambulance Transport Services.
- 5. Term.** This Agreement is effective as of the date first set forth above and shall continue until February 28, 2014 unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than two (2) successive one-year periods, upon mutual agreement of the parties. In negotiating any extension CITY shall consider the requirements or SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.
- 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. 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.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 12. 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.
- 13. 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
- 14. Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting

to the Independent 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 Independent 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 Independent 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 Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent 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 15 below shall not negate Independent Contractor's obligations in this paragraph.

15. Insurance.

- 15.1. 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 \$1,000,000 per occurrence and \$2,000,000 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.
- 15.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 15.3. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 15.4. 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.
- 15.5. 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 Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email

it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the 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. _____ **(Contractor initials)**

15.6. 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.

15.7. 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.

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

16. 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.

17. 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 to 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.

18. Confidentiality. 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.

19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

29. Nondiscrimination. Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

30. 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.

31. Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.

32. 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:

INDEPENDENT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 to contract

Proposer's RFP #644 Response

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed-price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 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)

Attachment 3

City of Springfield, Oregon - Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (insert Supplier name), as Principal, a _____ (insert Surety name), as Surety, are held and firmly bound unto the **City of Springfield, Oregon**, as Obligee, in the penal amount of **One Hundred Thousand and No/100 Dollars, (\$100,000.00)**, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents for actual monetary loss incurred by the Obligee.

WHEREAS, Principal is required by written agreement to provide this bond to insure ambulance service within the Lane County Oregon Ambulance Service Area #5 as described in Lane County Code, Chapter 18.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform the terms of the agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from **June 1, 2011, through May 31, 2012**, and any annual extensions of this bond shall be executed via Certificate of Continuation. Regardless of the number of extensions of this bond the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative. Any and all claims by the Obligee shall be paid by the Surety on the basis of actual costs incurred by the Obligee pertaining to a material breach of the terms of the agreement. The Obligee, with the acceptance of this bond, acknowledges that the provisions and conditions of this bond are specifically incorporated into the agreement.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of two (2) years from the date of any violation of the contract unless such limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on May _____.

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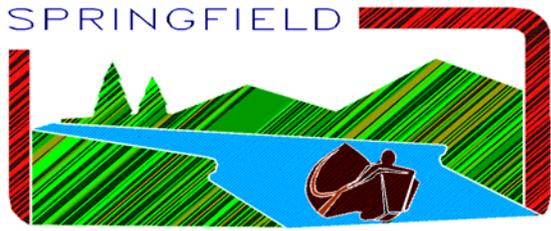
Supplier Name

Surety Name

By: _____ By: _____
_____, Attorney-in-fact

This conditions of this bond are accepted by The City of Springfield as an approved amendment to the agreement between the City and _____
_____ (insert supplier name) for Ambulance Service. The individual making this signed acknowledgment confirms that such individual has authority to accept this bond as an amendment to the contract.

By: _____ Date Accepted: _____



Attachment 4

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

(Signature of person authorized to bind Bidder) Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Solicitation (ITB/RFP) # _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certificate type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned
- Business Oregon Woman-owned
- Business Oregon Emerging
- Small Business Federal Disadvantage

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as needed.

For more information please visit State of Oregon office of Minority, Women, Emerging Small Business
<http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

Attachment 6

FireMed Terms & Conditions

FireMed Ambulance Membership Program Terms of Agreement

By Joining FireMed, Members Agree to Abide by the Terms of Agreement below.

Definition: FIREMED is a voluntary ambulance membership program operated by the City of Eugene, the City of Springfield, and Lane Rural Fire/Rescue District, hereinafter referred to as FIREMED. FIREMED is not insurance. It is in addition to any medical benefits members may have. FIREMED will bill insurance or other coverage for ambulance services that members may have and FIREMED is entitled to all benefits paid for ambulance services rendered, up to the total dollar amount of services incurred.

Membership Benefits: Membership covers applicable patient out-of-pocket expenses for medically necessary ground ambulance transportation to the nearest appropriate hospital, provided by FIREMED within the FIREMED ambulance service areas of the City of Eugene, City of Springfield, and Lane Rural Fire/Rescue District. "Medically necessary ground ambulance transportation" means that the patient must be transported to a hospital for medically necessary services, and transportation in any other vehicle could endanger the patient's health.

Membership Benefits Outside of Local Service Area: Other participating reciprocal ambulance providers may extend member benefits to areas outside the FIREMED ambulance service areas. These benefits are limited to the terms of agreement in effect by the participating provider providing services at the time benefits are used. Members who receive reciprocal ambulance service from any other participating provider are eligible for benefits offered by that provider, if the member agrees to abide by the participating provider's terms of agreement. A current list of participating providers is on file in the FIREMED business office and on the website: firemed.org. FIREMED is not responsible for the type, level, or quality of services provided by a participating provider nor is FIREMED financially responsible for any costs or charges incurred by a member from any other provider. Participating providers are subject to change without notice. FIREMED is not responsible for the withdrawal of participating reciprocal providers.

Member Responsibilities: Members pay an annual membership fee and will assign and transfer to FIREMED all rights and benefits for ambulance services from all insurance policies, plans, or other benefit programs members may have, including all rights in any claim or third party recovery, up to the total dollar amount of services incurred, where FIREMED provided ambulance services. Should any person covered under this membership receive any payment for ambulance services rendered by FIREMED, they will immediately forward such payment to FIREMED. Members authorize the release of medical and other information by or to FIREMED as necessary for ambulance billing. Members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs they may have, and will cooperate and assist as necessary in any efforts to bill and collect such ambulance reimbursements, including the completion and submission of documents or claim forms.

Membership Eligibility: Residents of FIREMED's ambulance service areas are eligible to join by properly completing an enrollment application available from FIREMED and by paying the appropriate annual membership fee. FIREMED membership includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence, living within FIREMED's ambulance service areas, living together as part of a family unit, including domestic partners, but not to include roomers or boarders. Membership benefits include household members living in substitute care (e.g. nursing homes) in FIREMED's ambulance service areas. Others not included in this definition are required to obtain their own separate membership. The first person listed on the application form is the "Primary Member." Anyone who joins a household after the membership goes into effect can be included under the membership from the date the Primary Member notifies FIREMED of the addition. Only those persons who meet the membership eligibility requirements AND are listed in the membership record at the time services are rendered are eligible for benefits.

Duration: Membership coverage begins two business days after acceptance of a properly completed application form with payment, and extends to June 30, 2012.

To the Member's Insurance Carrier (for members with insurance): As a FIREMED member, I authorize use of a copy of this agreement in place of the original on file at the FIREMED office. I assign and authorize payment of benefits for ambulance services directly to FIREMED, according to the FIREMED terms of agreement and as itemized on claim forms. My membership fee covers any applicable deductible, coinsurance, or co-payment amounts and I expect the usual and customary ambulance reimbursement on my behalf be sent directly to FIREMED.

Disclaimer: FIREMED reserves the right to add, modify, or delete any of the program terms and conditions completely or in part. All interpretations of the membership terms and conditions shall be at the sole discretion of FIREMED. Membership is non-transferable and non-refundable. Persons who receive welfare, Medicaid, Department of Medical Assistance Programs, or Oregon Health Plan medical benefits need not be members in order to have full coverage for services covered under these programs. Any such membership constitutes a voluntary contribution only. Violations of the terms of agreement may result in membership revocation, forfeiture of benefits associated with membership and an obligation to pay all balances in full.

FireMed Plus, Life Flight Network Air Ambulance Option: Life Flight Network air ambulance membership is an optional coverage available for an extra fee. See Life Flight Network membership brochure at www.lifeflight.org, or call 1-800-982-9299 for latest membership terms. If you or a family/household member uses Life Flight Network emergency air transport under medically necessary circumstances, Life Flight Network will accept an insurance settlement (if any) as payment in full. Such transports may also be covered for members transported by a reciprocal provider. Reciprocity is subject to the reciprocating provider's rules. Related ground ambulance transport is covered when provided by a FIREMED network reciprocal provider. Life Flight Network flies patients based on medical need, not membership status. Medicaid beneficiaries should not apply for membership.

Revised 3/11

RFP 644 F & LS Critical Care Transports