

**Scappoose Rural Fire District
Scappoose, Oregon
BOARD OF DIRECTORS**

SPECIAL BOARD MEETING AGENDA

**Scappoose Senior Center
Thursday, June 25, 2020 at 7:00 p.m.**

Members of the public may attend the open portion of the meeting by electronic means. The audio access information is posted under About Us/Board Members on the District website @ www.srfd.us. Please email jsalisbury@srfd.us for complete login information.

Please note: *The Board of Directors and required staff will attend the meeting in person at the Scappoose Senior Center. Public comment will be taken. All attendees should mute their mics when not called on for comment.*

Call to Order & Flag Salute

Public Hearing for 2020-21 Approved District Budget

Public Comment

Old Business

- **Addendum to SDW contract for additional billing services**
- **Miscellaneous**

New Business:

- **2020-21 Budget Resolution No. 2020-04**
- **Rebound LLC contract**
- **Oregon Dept of Forestry contract for EMS services**
- **Miscellaneous**

Executive Session: Pursuant to ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Public Comment

Good of the Order

Adjourn



MEMORANDUM

TO: Scappoose Fire District Board

FROM: Janine Salisbury

SUBJECT: Addendum to Contract with Systems Design West (SDW)

DATE: June 17th 2020

Requested Action: Approve Addendum to Contract with SDW

Critical date for action: July 1, 2020 start date

Purpose:

To contract with SDW (our EMS billing service) to do billing for new Ordinance fees.

Impact: This contract is necessary in order to implement many of the fees in the new Ordinance. Contracting with a third-party billing company has been part of the planning for this Ordinance from the beginning. SDW currently performs this service for other agencies. We already have a successful relationship with them, so adding this service was a logical choice.

Expected Income & Related Cost: Dependent upon activity level. The Board will receive regular reports on this new program.

Coordination: Finance and Staff.

Approved By: Interim Chief Pricher

Amendment No. 2 to Professional Services Agreement between Scappoose Rural Fire Protection District and Systems Design West LLC

This ("Amendment") is entered into on the first day of July, 2020 ("Effective Date") by and between Systems Design West LLC and Scappoose Rural Fire Protection District ("Fire District").

WHEREAS, Systems Design West LLC and Scappoose Rural Fire Protection District previously executed and entered into a Professional Services Agreement (the "Agreement").

WHEREAS, Systems Design West LLC and Scappoose Rural Fire Protection District agree to amend, and to modify the existing agreement to reflect the understanding of the parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

The purpose of this Amendment is to amend the Scope of Services of the Professional Services Agreement to include Fire Response and False Alarm billing as follows:

1. **SCOPE OF SERVICES.** The Consultant shall provide to the Fire District specific services related to the billing and payment processing of Illegal Burns, False Alarm and Motor Vehicle Cost Recovery billing services that are provided to the general public by the Fire District. The following Scope of Services shall be incorporated into this contract as general services performed by the Fire District and the Consultant under this agreement.

1.1 **Illegal Burn Billing Services:** The Fire District agrees to provide a complete and legible "Incident Report" to the Consultant including the liable party's name, address and pertinent billing and insurance information from the scene including the insurance company information, policy number, and fire response report (or equivalent, if available). Each incident is to be identified as to level of service or listed charges and total amount billed by the Fire District. The amounts to be billed will be determined by the Fire District in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit.

1.1.1 The Fire District shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the Fire District.

1.1.2 The Fire District agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies;

collections procedures; rates and fees to be charged by the Fire District and administered by Consultant as part of the Scope of Services performed under this agreement.

1.1.3 Upon receipt of the Incident Reports from the Fire District, the Consultant shall: set up an Individual account in Consultant's proprietary software application and create an Individual record; perform all billing operations including follow up statements; produce and mail an initial invoice and subsequent statements to all private Individual accounts on behalf of the Fire District; file any applicable appeals to insurance payers on behalf of the patient if necessary to pursue the claim.

1.2 False Alarm Billing Services: The Fire District agrees to provide a complete and legible "Incident Report" to the Consultant including the liable party's name, address and pertinent billing information from the event. Each incident is to be identified as to level of service or listed charges and total amount billed by the Fire District. The amounts to be billed will be determined by the Fire District in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit.

1.2.1 The Fire District shall provide additional information as may be required by other agencies in order to facilitate the Consultant's obligations to the Fire District.

1.2.2 The Fire District agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Fire District and administered by Consultant as part of the Scope of Services performed under this agreement.

1.2.3 Upon receipt of the Incident Reports from the Fire District, the Consultant shall: set up an Individual account in Consultant's proprietary software application and create an Individual record; perform all billing operations including follow up statements; produce and mail an initial invoice and subsequent statements to all private Individual accounts on behalf of the Fire District.

1.3 Motor Vehicle Collision Cost Recovery Billing Services: The Fire District agrees to provide a complete and legible "Incident Report" to the Consultant including the liable party's name, address and pertinent billing and insurance information from the scene including the insurance company information, policy number, police report (if available from PD). Each incident is to be identified as to level of service and total amount billed by the Fire District. The amounts to be billed will be determined by the Fire District in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit.

1.3.1 The Fire District shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the Fire District.

1.3.2 The Fire District agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Fire District and administered by Consultant as part of the Scope of Services performed under this agreement.

1.3.3 Upon receipt of the Incident Reports from the Fire District, the Consultant shall: set up an Individual account in Consultant's proprietary software application and create an Individual record; perform all billing operations including follow up statements; produce and mail an initial invoice and subsequent statements to all private Individual accounts on behalf of the Fire District; file any applicable appeals to insurance payers on behalf of the patient if necessary to pursue the claim.

2. PAYMENT. The Fire District shall remit payment for any services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's monthly invoice to the Fire District.

2.1 Illegal Burn Billing Services: For and in consideration of the services provided by the Consultant identified above, the Fire District will pay the Consultant a \$25.00 per incident fee at the time of billing the initial invoice.

2.2 False Alarm Billing Services: For and in consideration of the services provided by the Consultant identified above, the Fire District will pay the Consultant a \$25.00 per incident fee at the time of billing the initial invoice.

2.3 MVC Cost Recovery Billing Services: For and in consideration of the services provided by the Consultant identified above, the Consultant will include an "Administration Fee" to be included with each claim submitted to the liable party's insurance company. This fee will be a minimum of \$ 50.00 and shall not exceed \$ 100.00 per claim. After receipt of any payment from the insurance or Individual the Consultant will invoice the City for the Administration Fee amount that was added to the City's claim.

All other terms, conditions and provisions of the Professional Services Agreement remain in full force and in effect and are not modified by this amendment, the pricing for services in effect as of the Effective Date will remain the same for the term of this amendment. This amendment may be modified upon mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this addendum to be executed by their duly authorized officers.

Systems Design West LLC

By: _____

Name: _____

Title: _____

Date: _____

Scappoose Rural Fire Protection District

By: _____

Name: David Graham

Title: Board President

Date: June 25, 2020

RESOLUTION No. 2020-04 2020-21 Budget Adoption

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Directors of the Scappoose Rural Fire Protection District hereby adopts the budget for fiscal year 2020-21 in the total amount of \$ 6,351,705. * This budget is now on file at Scappoose Fire Station, 52751 Columbia River Highway in Scappoose, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2020, and for the purposes shown below are hereby appropriated:

<u>General Fund</u>		<u>Grants Fund</u>	
<u>Organizational Unit - Fire & Emergency Medical Services</u>		Fire & Emergency Medical Services	\$ 100,000
Personnel Services.....	3,845,923		
Materials & Services.....	826,184	<u>Real & Personal Property Reserve Fund</u>	
Capital Outlay.....	25,000	Fire & Emergency Medical Services	\$ 394,400
<u>Not Allocated to Organizational Unit</u>			
Debt Service	64,259	<u>Personnel Liability Reserve Fund</u>	
Transfers Out	147,122	Fire & Emergency Medical Services	\$ 96,817
Contingency.....	200,000		
Total.....	\$ 5,108,488		
		Total APPROPRIATIONS, All Funds . . .	\$ 5,699,705
		Total Unappropriated and Reserve Amounts, All Funds . . .	652,000
		TOTAL ADOPTED BUDGET . . .	\$ 6,351,705

(*amounts with asterisks must match)

* Note that the total appropriation amount is not equal to the amount of the total adopted budget. This is because there are unappropriated ending fund balances and amounts reserved for future expenditure in the funds. These amounts are not appropriated, which accounts for the difference.

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2020-21 upon the assessed value of all taxable property within the District:

- (1) At the rate of \$ 1.1145 per \$1000 of assessed value for permanent rate tax;
- (2) At the rate of \$ 1.2400 per \$1000 of assessed value for local option tax; and

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

<u>Subject to the General Government Limitation</u>	<u>Excluded from Limitation</u>
Permanent Rate Tax.....\$ 1.1145 /\$1,000	None
Local Option Tax.....\$ 1.2400 /\$1,000	

The above resolution statements were approved and declared adopted on this 25th day of June, 2020.

By: _____
David Graham - Board President

By: _____
David Sorenson - Secretary/Treasurer



MEMORANDUM

TO: Scappoose Fire District Board

FROM: FF Zach Ahlers

SUBJECT: Contract with Rebound LLC

DATE: June 16th 2020

Requested Action: Contract with Rebound LLC to manage orthopedic injuries

Critical date for action: July 1, 2020 start date

Purpose:

Reduce injury-related costs, especially overtime to fill vacant shifts, streamline treatment, and lead to sustainable health and fitness programs. Support the highly successful District Wellness program.

Impact:

Rebound uses a network of medical service providers to manage the treatment of orthopedic injuries for government employees and their immediate family members. The program is designed to get firefighters back on the line faster through pre-screened, vetted physicians and surgeons. The goal is 72 hours from initial appointment to MRI to surgeon consultation. Both Hillsboro and Clackamas Fire have contracted with Rebound and highly recommend the service.

Cost: \$5,700 per year for 2 years Normally \$325 per uniformed member per year, discounted to \$300 for the first 2 years. Scappoose has 19 uniformed members. The cost for the third year will be \$325 X 19 uniformed members = \$6,175. Service includes volunteers, administrative staff, and board members at no additional cost.

Availability of funding: Fire Marshal revenue will be over \$10,000 more than was projected. Overtime savings will exceed annual cost if one uniformed member uses the program.

Coordination: Finance and Staff.

Approved By: Interim Chief Pricher



Master Services Agreement

Parties to this Agreement

In this Agreement, the words “you,” “your,” and “yours,” and “Client” mean Scappoose Rural Fire Protection District, State of Oregon.

The words “we,” “our,” “ours,” and “Rebound” mean Rebound LLC, a Delaware limited liability company with its affiliates.

What we do

Rebound uses a network of medical service providers to manage the treatment of orthopedic injuries for government employees and their immediate family members. The purpose is to reduce injury-related costs, streamline treatment, and lead to sustainable health and fitness programs (the “Business”).

THIS MASTER SERVICES AGREEMENT TAKES EFFECT AS OF JULY 1, 2020.

What constitutes the Master Agreement

References to “Master Agreement” or “Agreement” mean this Master Agreement and all Statements of Work (“SOWs”). If the terms of this Master Agreement and a SOW conflict, the Master Agreement rules.



The Parties agree as follows

1. SERVICES

Rebound provides services described in Statements of Work which might include software for Client's use. Each SOW must describe the scope and nature of the services including pricing and payment; be executed by an authorized representative for each Party; and include other matters and agreements between the Parties.

SOWs added at a later date are considered accepted only if signed by the Parties.

2. FEES AND PAYMENT

You will pay Rebound's fees within 30 days of accepting the SOW during the Initial Term (2 years) of this Agreement. The Parties will agree upon fees for any Subsequent Term at least 90 days prior to the expiration of the current Term. We will be entitled to stop work if you fail to pay any Fees within 10 days of the due date following written notification that they are past due.

3. DURATION OF AGREEMENT AND TERMINATION

3.1 The "Initial Term" of this Master Agreement is 3 years and is automatically renewable for additional terms of 1 year at the end of any Term, unless either Party notifies the other at least 90 days prior to the expiration. All notifications must be made in writing.

3.2 Material Breach. Either Party may terminate due to the other Party's material breach of this Master Agreement and must give 30 days' notice identifying the specific breach. The Breaching Party has 30 days to cure the breach.

Material breach includes:

- if you do not pay our Fees,
- either of us fails to fulfill any of our responsibilities in an applicable SOW, or
- you do not cooperate in good faith with Rebound.

If Rebound is the Non-Breaching Party, during the notice period, Rebound has the right to suspend work.

3.3 At any time, we may mutually agree to terminate this Master Agreement. Either of us may terminate if we cannot agree upon the fees for a subsequent term. Either Party may terminate immediately if the other assigns assets and liabilities for the benefit of creditors, becomes subject to a bankruptcy proceeding or the appointment of a receiver, or admits in writing it is unable to pay its debts.

3.4 Upon termination, you will immediately pay us all costs and expenses owed up to the effective date and pay a portion of the Fees due under the effective SOW based on the percentage of completed Services. Each Party will promptly return all Software, data, and property of the other.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property Ownership and Use. Rebound retains all rights, title and interest in Intellectual Property and Confidential Information including any modifications or improvements developed during our relationship. All rights, title and interest, will remain solely with Rebound. Examples of “Intellectual Property” include patents, trademarks, copyrights, technology, inventions, processes, methods, articles and software.

5. INDEMNIFICATION

5.1 Mutual Indemnification. We agree to indemnify each other against any liabilities that might be imposed on one of us as a result of the other’s negligence, intentional misconduct or breach of this Agreement.

6. CONFIDENTIALITY

6.1 Either party might provide information that is not publicly available or must be kept confidential. To protect such confidential information, the recipient agrees not to use or disclose the confidential information to anyone except as contemplated by this Agreement, unless required to do so by law. Both parties will comply with applicable state-mandated Freedom of Information Act requirements. If a subpoena is received, the recipient will notify the other party promptly. You will protect our Confidential Information using at least the same measures you take to protect your own Confidential Information but in no event using a standard less than reasonable care and will restrict access to the Confidential Information to your personnel on a need-to-know basis.

Examples of confidential information include price quotes, marketing proposals, branding strategies, creative designs, technical data, research, employee lists, forecasts, business strategy, finances, and personally identifiable data of individuals (including data or information regarding the treatment or injuries of individuals).

6.2 Nothing in this Agreement will restrict the Receiving Party from using information:

- (a) that is or becomes publicly available through no breach of this Master Agreement;
- (b) is lawfully acquired via the applicable state's freedom of information laws;
- (c) independently developed by it without any use of or access to the disclosing party's Confidential Information;
- (d) previously known to it; or
- (e) acquired by it from a third party which is not, to its knowledge, under an obligation of confidentiality.

7. INDEPENDENT CONTRACTORS

Our relationship is not one of principal and agent, employer and employee, joint venture, a partnership nor any relationship other than that of independent contracting parties. Neither of us can act on behalf of the other. Neither party's employees or agents are employees or consultants of the other party, and we will each compensate our own.

8. NOTICES

Notices regarding day-to-day matters may be sent via email to Client's Representative as indicated in the SOW. All other communications relating to the terms of this Master Agreement (including notices pertaining to termination, breach or threatened breach) will be deemed delivered:

- (a) when delivered by hand,
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or
- (c) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

IF TO THE COMPANY:

Rebound LLC
Attn: Timothy J. Sharpee
2505 N. Oakland Avenue
Milwaukee, Wisconsin 53211

IF TO CLIENT:

Scappoose Fire District
Attn: Janine Salisbury
P.O. Box 625
Scappoose OR 97056

9. MISCELLANEOUS

9.1 Governing Law; Jurisdiction and Venue. The Parties agree that this Master Agreement, all exhibits and schedule(s) and all SOWs will be governed by the laws of the State of Illinois, without application of its conflict of laws principles. Any suit relating to this Agreement will be instituted in a state or federal court in Cook County, Illinois, and the Parties irrevocably consent and waive all objections to the jurisdiction.

9.2 Survival. The following provisions survive the termination of this Master Agreement: Section 3 (Duration of Agreement and Termination), Section 4 (Installation; Intellectual Property), Section 5 (Warranty, Indemnification and Limitation of Liability), Section 6 (Confidentiality), Section 7 (Independent Contractors), Section 8 (Notices), and Section 9 (Miscellaneous).

9.3 Severability. The unenforceability of any term or provision of this Master Agreement will not affect the validity or enforceability of any other term or provision.

9.4 Entire Agreement. This Master Agreement, all exhibits and schedule(s) attached, and any SOW subsequently executed by the Parties, constitute the entire agreement between the Parties.

9.5 Waiver. Any waiver or delay by either Party in exercising any default will not waive any other default provision or make the remedy unavailable.

9.6 Rights Cumulative. The rights, remedies and powers of each of the Parties contained in this Master Agreement are cumulative and do not exclude any others.

9.7 Amendment. This Master Agreement may be modified by a document signed by both Parties (an "Amendment") and will be subject to the terms of this Master Agreement.

9.8 Assignment. Rebound has the right to assign this Master Agreement (and any SOW) to any affiliate or to any entity that acquires all of Rebound's business. Client may not assign this Master Agreement (or any SOW) without Rebound's prior written consent.

9.9 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which is considered an original and taken together shall constitute one agreement. Delivery of an electronically executed counterpart in legible form is acceptable.

SIGNATURE PAGE FOLLOWS

Signatures

The Parties understand and agree to all of the provisions of this Master Agreement as of the Effective Date.

Rebound

BY: _____

NAME: _____

TITLE: _____

Client

BY: _____

NAME: David Graham

TITLE: Board President

EXHIBIT A
STATEMENT OF WORK to be attached



EXHIBIT A

PROPOSAL/ STATEMENT OF WORK (SOW) by and between REBOUND and The Scappoose Fire District (“Client”)

Dated: June 11, 2020

Introduction. REBOUND is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. REBOUND’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. REBOUND’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that REBOUND brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Specific Aims/Milestones.

REBOUND will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The REBOUND team will work with Client to:

1. Establish and implement a network-based system for management of the treatment orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in Oregon;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of REBOUND software for current employees; and

- d. Access to the REBOUND Network will be allowed for Client's employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
 - a. REBOUND will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on "backfill", participation in healthy initiatives); and
 - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Implementation Timeline. Access to the REBOUND Provider Network and advocacy services shall commence on or around July 1, 2020 with an initial one (1) month build-out. Training and development shall commence on or around July 1, 2020.

Fees.

Initial Term. Total Fees due and payable for the Services performed during the initial term of July 1, 2020 to June 30, 2021 will be Five Thousand Seven Hundred Dollars (\$5,700), payable as follows:

- (a) The total amount of Five Thousand Seven Hundred Dollars (\$5,700) due and payable upon the "go-live date", which is the date of completion of training and integration, as determined by REBOUND in its sole discretion. REBOUND anticipates the "go-live date" to be on or around August 1, 2020.

Extension Term(s). If exercised by Client, the Fees due and payable for services performed during each Extension Term are as follows:

- (a) Total Fees for the first Extension Term (July 1, 2021 through June 30, 2022) are Five Thousand Seven Hundred Dollars (\$5,700), and shall be due and payable on July 1, 2021.
- (b) Total Fees for the second Extension Term (July 1, 2022 through June 30, 2023) are Six Thousand One Hundred Seventy Five Dollars (\$6,175), and shall be due and payable on July 1, 2022.

Client Representative

Name: Janine Salisbury
Email: jsalisbury@srfd.us
Telephone Number: 503.543.5026

Client Entity:

Scappoose Fire District, Oregon

Miscellaneous Provisions.

Not Applicable

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be executed on the day and year of the first above written. No portion of this Proposal may be reproduced, duplicated, or revealed in any manner without the prior written consent of REBOUND.

REBOUND:

REBOUND LLC,
a Delaware limited liability company

By: _____

Name: Luis Rivera _____

Title: _Founder/CEO_____

CLIENT:

Scappoose Fire District,
State of Oregon entity

By: _____

Name: David Graham_____

Title: Board President_____



MEMORANDUM

TO: Scappoose Fire District Board

FROM: Interim Fire Chief Pricher

SUBJECT: Contract for Services with Oregon Department of Forestry (ODF)

DATE: June 18rd 2020

Requested Action: Allow the fire district to enter into a contract with the Oregon Department of Forestry (ODF). A contract would enable Scappoose Fire District to contract out our unused 4x4 ambulance and staff on large wildland fires.

Critical date for action: Contract should be signed before the 15th of July

Purpose:

Large wildland fires in the west that are managed by land management agencies are now in favor of having professional medical care immediately available. This includes having fireline qualified EMT's and Paramedics available to tend to injured firefighters. This extra emphasis on safety and medical requires land management agencies to seek out qualified contractors to provide such a service.

Our intent is to be one of those contractors. While the potential impacts are to be discussed later in this document, there are some significant benefits.

- With the current budget deficits we are encumbered with, this contract opportunity could allow Scappoose Fire to save money on wages and benefits as we navigate the 20/21 fiscal year.
- Recruitment and retention of both firefighting positions and single role ems positions could become more attractive to new recruits and also make employees less likely to seek employment elsewhere.
- Large incident management support and the ability for employees to work in larger Incident Command Systems (ICS), is not common in our area and that type of practical experience is priceless.
- EMS revenue generation has always been complicated with our mandated lower funded contracts with Medicare and Medicaid. The rented equipment and contract opportunity will guarantee revenue that would not ordinarily be acquired, thus maximizing our revenue generation capacity.

Impact:

As a result of the termination of the IGA and the retirement of the Fire Chief, Scappoose Fire has found itself in an awkward position. This outside the box approach which will cover several important areas of fire district operations, will have impacts.

Some of the impacts have been mitigated by negotiating a contract price that covers wages and benefits, overtime and additional maintenance impacts to the vehicle. Unfortunately, not all impacts will be able to be mitigated.

- If we send out 2 single role providers, that would leave a hole in single role coverage for up to two weeks.
- Additional workload will be felt by fire-based EMS providers when the single role providers are on assignment. Additional schedule changes may be required to the remaining single role providers.
- Summertime is usually challenging for staff coverage with vacations. This year, there may be extended absences due to FMLA absences.
- Additional medical supplies and equipment will be required which would increase spending

Availability of funding:

In our upcoming budget that is to be adopted, initial funds to pay employees will be available to bridge the time from when the employees return from an incident and when we receive payment from the Oregon Department of Forestry. Remittance of payment usually comes within 30 to 90 days depending on the incident.

Coordination:

This project will be coordinated between Oregon Department of Forestry and Staff.

Contact person(s):

Jeff Pricher

Janine Salisbury

Attachments: Contract and supporting information

Recommendations:

1. Consider the notion of allowing Scappoose Fire to enter into an agreement with ODF.
2. Board proposes another option to staff
3. Keep operations normal and contract is not signed

Conclusion:

If the Scappoose board were to enter into an agreement with ODF, the agreement does not guarantee we will be sent out. The agreement does not require we fulfill every request from ODF. Signing an agreement would give the district the flexibility to effectively manage the resources it has to increase the districts revenue generating opportunities.

c file
r.f.

Emergency Medical Services Agreement

This AGREEMENT entered into this 1st day of July, 2020, between the Oregon Department of Forestry, hereinafter called AGENCY, and Scappoose Rural Fire Protection District, hereinafter called CONTRACTOR.

WITNESSETH:

1. PURPOSE:

The purpose of this Agreement is to enable the AGENCY to order Wildland Emergency Medical Services ("Services") from CONTRACTOR during a wildland fire incident. CONTRACTOR shall provide all equipment, personnel and services required to provide first aid and minor medical treatment of ailments common to wildland firefighters including but not limited to coughs, colds, strains, sprains, insect bites, skin lacerations, broken & dislocated bones, heat stroke, heat exhaustion, and dehydration including the ability to start and administer intravenous fluids.

The Services may be required anywhere within the state of Oregon and the work location will be identified at the time the Services are ordered.

Since the Service needs of the AGENCY and availability of CONTRACTOR's Services during an incident cannot be determined in advance, it is mutually agreed that upon request of the AGENCY, and to the extent willing and able, CONTRACTOR shall provide the Services listed herein and in accordance with the specific details of the resource order.

2. NON-EXCLUSIVE AGREEMENT:

This Agreement does not guarantee that the CONTRACTOR will be dispatched to provide Services on an incident. The AGENCY may utilize resources from any source prior to, or instead of, the Services provided by the CONTRACTOR when at the AGENCY'S sole discretion, such utilization is in the public interest of effectively and efficiently deploying available resources to best manage the existing situation.

3. TIME UNDER HIRE:

The time under hire shall start at the time the CONTRACTOR leaves the point-of-hire (as stipulated in the resource order) and begins traveling to the incident after being ordered by the AGENCY, and ends at the estimated time of arrival back to the point of hire after being released.

4. TIMEKEEPING:

- a. *Verification* - Time will be verified and approved by the Government Representative responsible for ordering and/or directing the use of each piece of equipment. Time will be recorded to the nearest quarter-hour worked.

- b. *Shift Tickets* - Complete shift tickets will be the official payment document and need to be completed fully at the end of each shift and signed by a Government Representative. One shift ticket shall be completed and signed for each Service option ordered from Exhibit A. No payment will be made for incomplete shift tickets or unauthorized work time.
- c. *Agreement* –CONTRACTOR shall bring a copy of this Agreement to the incident and give to timekeeping.

5. PAYMENT:

- a. Rates of Payments – Rates for each Service option ordered (see Exhibit A) shall be paid at a daily rate for 24 hours of Service. If CONTRACTOR's time worked is less than 12 hours, CONTRACTOR shall be paid one half of the daily rate for that shift. Payment shall be in accordance with the following:
- b. Method of Payments – Lump-sum payment will normally be processed at the end of the incident assignment and once all documents have been audited. If a Type I incident, an invoice may be generated at the incident for time under-hire. If a Type III incident, an invoice may be generated *or* the CONTRACTOR will send the State an invoice. All invoices must be received by the State within ninety (90) days of the service provided by the CONTRACTOR. Each invoice must include the incident and Agreement numbers, as well as the CONTRACTOR's name and/or company name, taxpayer identification number, address, telephone and fax (if available) numbers. Payment for time under-hire will be made for actual units ordered and performed.
- c. Consumable Medical Supplies – CONTRACTOR agrees to furnish the list of Non-Consumable Equipment and Supplies attached as Exhibit B which will include but not be limited to a suitable field shelter with air cooling capabilities and at least one bed; heart monitoring, oxygen, and intravenous fluid administration capabilities and a heart defibrillator. CONTRACTOR agrees to furnish the list of Consumable Medical Supplies listed in Exhibit B. AGENCY may choose to purchase additional consumable supplies that are not listed in Exhibit B, and require the medical unit to dispense these items as necessary. AGENCY may require CONTRACTOR to document by incident issue card, who receives these additional items.

6. TERM of AGREEMENT:

This Agreement shall be effective on the date this Agreement has been fully executed by every party. Unless extended or terminated earlier, this Agreement shall be in effect through December 31, 2020.

AGENCY shall provide CONTRACTOR with a minimum of twelve (12) hours notice of the termination of an assignment on an incident.

7. EQUIPMENT AND SUPPLIES:

CONTRACTOR agrees to furnish the list of Non-Consumable Equipment and Supplies attached as Exhibit B which will include but not be limited to a suitable field shelter with air cooling capabilities and at least one bed; heart monitoring, oxygen, and intravenous fluid administration capabilities and a heart defibrillator.

CONTRACTOR agrees to furnish the list of Consumable Medical Supplies listed in Exhibit B. CONTRACTOR shall stock a fourteen (14) day supply of all Consumable Medical Supplies. AGENCY may choose to purchase additional consumable supplies that are not listed in Exhibit B, and require the medical unit to dispense these items as necessary. AGENCY may require CONTRACTOR to document by incident issue card, who received these additional items.

8. FACILITIES:

AGENCY agrees to furnish an area designated for the medical unit, medical unit logs and forms required to be completed by AGENCY, shower facilities and three meals per day. In addition AGENCY also agrees to provide: water hook up, electrical hook up and sewer hook up, if available at the incident location.

Determination of available resources shall be made on a case-by-case basis upon arrival at the Incident Command Post ("ICP").

9. PERSONNEL REQUIREMENTS:

CONTRACTOR agrees to provide Oregon State Certified personnel with Supervising Physician Standing Orders. CONTRACTOR shall have no less than one EMT-P certified employee per shift.

10. LICENSES AND PERMITS:

CONTRACTOR shall, without cost to AGENCY obtain and continue for the Agreement period, all licenses and permits required to comply with laws and regulations which pertain to the contract work. CONTRACTOR shall use no means or method, which will endanger either person or property.

CONTRACTOR shall submit copies of all available licenses and permits to the AGENCY by June 30, 2020. Certificates not submitted by that date must be submitted upon arrival at the incident.

11. HOURS OF OPERATION:

The CONTRACTOR shall coordinate the hours of operation with the AGENCY upon arrival at the incident. The AGENCY shall strive for no more than 16 hours of operation per 24-hour period. Renegotiation of the hours of operation may be done as appropriate to meet the needs of the incident.

12. INDEMNIFICATION:

CONTRACTOR shall indemnify, defend and hold harmless the State of Oregon, the Department of Forestry, and Forest Protective Associations (as defined in ORS 477.001) and their officers, employees and agents from and against all claims, suits,

actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement. Contractor agrees to pay and reimburse all costs and expenses incurred by the State of Oregon or the Department of Forestry in enforcing any portion of this contract. These costs may include, but are not limited to, staff time, legal expenses, Assistant Attorney General costs and billings, court costs and fees, and any and all other costs incurred. The service or services to be rendered under this Agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of the State as those terms are used in ORS 30.265.

13. INSURANCE:

CONTRACTOR agrees to carry and maintain, and keep in force and effect at all times while this Agreement is in effect, at his/her cost and expense, with insurance companies and in a form satisfactory to AGENCY, for the benefit of AGENCY as his/her interest may appear, the following insurance:

- a. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00 or equivalent. Each annual aggregate limit shall not be less than \$1,000,000.00, when applicable.
- b. AUTOMOTIVE LIABILITY insurance. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00 or equivalent.
- c. PROFESSIONAL LIABILITY insurance covering any damages caused by an error, omission or any negligent act. Coverage limits shall not be less than \$1,000,000.00 combined single limit per occurrence.
- d. WORKER'S COMPENSATION insurance to be in compliance with ORS 656.017, which requires CONTRACTOR to provide worker's compensation coverage that satisfies Oregon law for all their subject workers.
- e. "TAIL" COVERAGE will be required at the completion of this agreement for a duration of 24 months or the maximum time period the contractor's insurer will provide such if less than 24 months (coverage less than 24 months must be approved in writing and be acceptable to the Agency), if any of the aforementioned liability insurance is arranged on a "claims made" basis. CONTRACTOR will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following completion of this agreement. Continuous "claims made" coverage will be

acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this agreement. This will be a condition of the Final Acceptance of Services and Related Warranty (if any).

f. **ADDITIONAL INSURED.** The insurance required under this Contract shall include the State of Oregon, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

CONTRACTOR shall provide certificate(s) of insurance (as described above) to the AGENCY at the time this Agreement is executed.

14. COMPLIANCE WITH LAWS:

CONTRACTOR shall comply with all state and federal laws, which affect the activities of CONTRACTOR under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands, this 25th day of June, 2020.

AGENCY:
Oregon Department of Forestry

CONTRACTOR:
Scappoose Rural Fire Protection District

AGENCY (print)

David Graham, Board President

AGENCY (signature)

David Sorenson, Board Secretary/Treasurer



SCAPPOOSE FIRE DISTRICT

P.O.Box 625 SCAPPOOSE, OREGON 97056

Exhibit A

Wildland Fire Medical Unit Price List

4x4 Line Ambulance: \$3,400 per DAY

- 1-Paramedic and 1-EMT
- **Fully Stocked Advanced Life Support Ambulance (Meeting or exceeding the State of Oregon requirements)**
- **Un-programmed Ambulance mounted VHF radio and/or hand held**
- Additional Cache of Bandages
- Additional Cache of Blister Care
- Additional Cache of Heat related illness supplies
- Misc. Hygiene Products

Reserve and/or Standby Status:

- **Reserve \$1,400 per day ((At Scappoose Fire District's facility) Locks in resource.)**

A request for the above resources will need a minimum of 2.5 hours before mobilization will begin. On-scene times will vary depending on Location. Requests for service are on a first come first serve availability. Depending on a patient's need for transport, an Air Ambulance or a Local EMS Service will be utilized for transport. Patients may be billed. Scappoose Fire District's care providers will make the transport decision. Scappoose Fire District will not run code to and or from incidents. Rates will start at time of hire when units leave Scappoose Fire District's facility and end upon return to Scappoose Fire District's facility. A work "Day" is not to exceed 16 hours of service.

Under normal conditions, all consumables are included in the cost. Scappoose Fire District is COVID-response capable and will charge an additional \$300 per day to pay for the additional consumables that have to be used in those and other extraordinary circumstances.

Fire District (503) 543-5026

Fax: (503) 543-2670

Website: www.srfd.us

Contact: Interim Chief Jeff Pricher

Phone: (971) 278-2369

Email: jpricher@srfd.us

Select:

- ☐ 4x4 Line Ambulance \$3,400 per Day (Per Ambulance)
- ☐ Standby \$1,400 per Day

Email Resource Order to: jpricher@srfd.us

Start Date: _____

Person ordering Resource: _____ Agency: _____

Resource order number: _____

Phone Number: _____ 24Hr. # _____

Requested Date and Time on site: _____

Incident Location: _____

Name of Incident: _____ On-Site contact: _____

Phone Number: _____ 24Hr. # _____

Unit leader's contact information: _____

Additional

Comments: _____

Rough estimate of resource duration: _____

Signature: _____ Name Print: _____