

AGREEMENT
Yamhill County and The Cambridge Consulting Group, LLC
Development of Ambulance Service Area (ASA) Plan

THIS AGREEMENT ("Agreement") is made by and between **Yamhill County**, a political subdivision of the State of Oregon, ("County"), and **The Cambridge Consulting Group, LLC**, a Maryland corporation, P.O. Box 1086, Cambridge, Maryland 21613, Tax Identification Number 85-0830609 ("Contractor").

RECITALS:

- A. County manages an Ambulance Service Area (ASA). In order for County to maintain the quality and functionality of this ASA, it is necessary for County to contract with a qualified provider to update County's existing ASA Plan.
- B. Contractor is qualified to perform the duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3),

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

Section 1. Term. The term of this Agreement will commence on the date of the last signature set forth below and will run for one (1) year, unless sooner terminated as provided in Section 5. The parties agree that Contractor will aim to complete this project within four to six months. The term of this Agreement may be extended only in a writing signed by both parties.

Section 2. Contractor's Services. Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by this reference. Contractor agrees to provide, in connection with performance of all Services under this Agreement, the standards of care, skill, and diligence normally provided by competent professionals in the performance of services similar to that contemplated by this Agreement.

Section 3. Records and Reporting. Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency without the written approval of County, and shall provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County. Contractor agrees to retain records and documents relating to this Agreement for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

Section 4. Payment of Services. The maximum authorized not-to-exceed amount under this Agreement is \$37,900.00. Upon contract execution, County will pay Contractor 25% of this not-to-exceed amount, which reflects the costs associated with providing Services under this Agreement as described in Exhibit A. Upon completion of the project and County's receipt, review, and approval of an invoice from Contractor, County will pay Contractor the remaining 75% of this amount.

Section 5. Termination. Either party may terminate this Agreement on 30 days written notice to the other party. Contractor shall not incur any expenses for services provided under this Agreement following County's notice of termination. Termination shall not excuse liabilities incurred prior to the termination date.

Section 6. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

- A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier- insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 7. Regulations and Requirements Imposed by Law. The County and Contractor agree to comply with the rules and regulations of County, applicable federal regulations and all provisions of federal and state law relating to Contractor=s performance of services under this Agreement. Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4), as applicable. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4) are incorporated into this Agreement by reference. Without limiting the generality of the preceding sentence and Section 11, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

Section 8. Certification of compliance with laws. The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

Section 9. Certification of reading and understanding of documents. The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

Section 10. Indemnification; Hold Harmless. Contractor shall indemnify and hold harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including reasonable attorney fees, in any way connected with any injury to any person or damage to any property to the extent caused by Contractor's or Contractor's subcontractors' negligent acts, errors or omissions in prosecution of work or services under this Agreement.

Section 11. Ownership. County will retain all title, rights, and ownership in all documentations, plans, data, or other work product created under this Agreement ("Work Product"), if any. County may

duplicate the Work Product in any media. Contractor retains all rights to its pre-existing documentation, plans, data or work product and County may only use such work product pursuant to this Agreement.

Section 12. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- C. Professional Liability Insurance with a per claim limit of not less than \$1,000,000 and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by negligent act, error or omission related to provision of the services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and shall (i) name County, its directors, officers, and employees, as additional insureds, and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

If any of the required insurance policies is on a "per claim" or "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Contractor's completion and County's acceptance of all services required under this Agreement; or (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Section 13. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) County client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or as may be required by law, rule, regulation, court order, government investigation, or whistleblowing. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

Section 14. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 15. Renewal. This Agreement may be renewed at the written mutual option of both parties.

Section 16. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 17. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity

Section 18. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 19. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions 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 term or provision held to be invalid.

Section 20. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument

Section 21. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 22. Written changes required. The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

Section 23. Administrative contact. All notices under this Agreement shall be provided in writing to County's Health and Human Services Director, who will serve as County's administrative contact for the

purposes of this Agreement. The contact information is as follows:

Lindsey Manfrin, DPN, RN
Health and Human Services Director
(503) 434-7525
manfrinl@co.yamhill.or.us

Section 24. Successors bound. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

THE CAMBRIDGE CONSULTING GROUP, LLC

YAMHILL COUNTY, OREGON



Vincent D. Robbins
President



Lindsay Berschauer
Board Chair

Date: 6/14/2022

Date:

APPROVED AS TO FORM BY:



Christian Boenisch
County Counsel

Accepted by Yamhill County
Board of Commissioners on
6-16-2022 by Board Order
22-185

EXHIBIT A
SCOPE OF SERVICES

Update the existing ASA Plan that governs ambulance service area providers in Yamhill County; specifically:

- Determine the area coverage for each of the ASA providers;
- Determine the appropriate amount of ALS/BLS transport resources required for each ASA based on population, call volume, and other relevant factors for optimal system performance;
- Modernize and standardize the performance metrics, including response times and the possibility of clinical measurements of care;
- Establish processes for negotiating mutual aid agreements, including the negotiation of mutual aid “move-ups,” and assess when these agreements should be required among different providers;
- Recommendations/plans for the development and implementation of quality assurance/quality improvement programs for each agency and the county as a whole; and
- Determine the appropriate number of members, positions, representations and roles to have on the ASA committee.

Cambridge Consulting Group estimates the project will be fully completed within four to six months.