

PARTIES: KLAMATH COUNTY ("County"); and, Klamath County Fire District 1 ("Provider")

DATE: \_\_\_\_\_, 2023

1. ASSIGNMENT:

- 1.1. The Provider shall be assigned Klamath County Ambulance Service Area Number 5.
- 1.2. The Provider shall comply with all applicable provision of Oregon Revised Statutes, Chapters 682, 816, 820, and; Oregon Administrative Rules Chapters 333, Divisions 250, 255, and 265 and Chapter 847, Divisions 15 and 35 and Klamath County Code, Chapter 405, and the Klamath County Ambulance Service Area Plan. The terms of each of these are incorporated as if fully set forth herein.
- 1.3. Provider hereby specifically waives any right that it may have or claim to have for indemnification from the County for the Provider, it heirs, successors or assigns pursuant to the Oregon Tort Claims Act. ORS 30.260, *et seq.*
- 1.4. In the event that Provider discontinues service in the Ambulance Service Area prior to the expiration date of this Agreement, Provider agrees to assist the County in establishing services by another, temporary provider until the assignment of a new Provider for the remainder of this Agreement's term.
- 1.5. In the event the Provider is determined to not be offered the Ambulance Service Area assignment for the period succeeding the term of the agreement, the Provider agrees to continue to provide services during the "lame duck" period and to assist the County and the designated new provider in effecting a safe and orderly transition.
- 1.6. Provider shall develop and submit to the Klamath County Ambulance Advisory Committee, not later than June 30, 2023 a specific personnel training and continuing education plan for the period ending June 30, 2024 and shall submit a similar annual schedule for the subsequent years of this Agreement upon the request of the Ambulance Advisory Committee.
- 1.7. Neither the franchise agreement that is awarded nor any of the requirements, rights or privileges demanded by it may be sold, contracted, or transferred by the Assignee without the express written consent of the Klamath County Board of Commissioners (BOCC).

2. TERM OF THE AGREEMENT: This Agreement shall be in effect from the date of signature and continue through June 30, 2030.

3. RENEWAL OF AGREEMENT: After the initial period, the assignment of the Ambulance Service Area (ASA) may, upon mutual agreement, be renewed for additional seven-year terms commencing on the date of expiration of the previous agreement pursuant to Section 405.150 of the Klamath County Code and subject to the provisions for suspension or revocation set forth in Section 405.500 and the provisions for discontinuance of service set forth in Section 405.160 in the Klamath County Code, or any other provisions as set forth in the applicable Administrative Rules.

- 3.1. Not less than forty-five (45) days prior to the expiration of the assignment of the ASA, any person desiring the renewal of the assignment or a new assignment of the ASA shall apply in the form of a letter of intent to continue as an EMS service provider for their assigned ASA to the Ambulance Advisory Committee pursuant to Chapter 405.150 of the Klamath County Code.
- 3.2. Extension of Service: If no provider is named or prepared to assume responsibilities of the franchisee on the date the Agreement is scheduled to terminate for a reason other than termination for cause by County, County may require the provider to continue as the exclusive provider in the ASA for a period of six (6) months or until another provider is named.
- 3.3. Termination of Service: The licensee shall provide at least ninety (90) days written notice to the BOCC prior to termination of services. A licensee shall further notify the Klamath County 9-1-1 Agency immediately if for any reason said licensee becomes unable to provide emergency ambulance service within its ASA. In the event that a provider assigned an ASA discontinues service before the expiration of the assignment, the BOCC shall set a time by which applications must be submitted for reassignment of the ASA. The review of the applications(s) and assignment of the ASA shall be for the remainder of the term unless otherwise specified by the BOCC.

4. COUNTY ADMINSTRATOR: The Manager of the Klamath County Emergency Services Department shall administer this Agreement as the delegate of the Klamath County Board of Commissioners.

5. **RIGHTS AND REMEDIES:** Providers shall agree and guarantee that the work herein specified shall be completed without further compensation from the County; and that the acceptance of work herein shall not be held to prevent maintenance of an action by the County for failure to perform such work in accordance with all applicable laws, regulations and ordinance<sup>1</sup>.
6. **LAME DUCK:** The Provider shall continue to provide services during the “lame duck” period and shall assist both County and its new provider in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both Provider and County during the period of transition from one provider to another.
  - 6.1. Provider shall in no way penalize or bring personal hardship to bear upon any of its employees who may apply for work with a competing provider, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing providers at the employee’s discretion. It is the County’s intention under this and future procurement that supervisory personnel and EMT personnel in the EMS paramedic system shall have reasonable expectation of long-term employment in the County system, even though providers may change from time to time. In signing this Agreement, the Provider expresses its understanding, acceptance and endorsement of this goal.
  - 6.2. During this “lame duck” period, not more than ninety (90) days, the Provider shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent franchise agreement to a competing Provider, and provider shall specifically be prohibited from making any changes in Provider’s methods of operating cost to maximize profits during the final stages of the franchise agreement.
  - 6.3. Any deterioration in the quality or level of service during such “lame duck” period, or unusual reduction in the labor force, management staff or any other substantial reduction in the effort as determined by the County during the “lame duck” period, as compared with previous months of operation, may be viewed as an attempt by the Provider to engage in excessive profit-taking during the “lame duck” period.
  - 6.4. The Provider may reasonably begin to prepare for transition of service to the new provider during the “lame duck” period, and the County shall not unreasonably withhold its approval of the Provider’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, dispose of vehicles and equipment, so long as such transition activities do not substantially impair Provider’s performance during the “lame duck” period. The Klamath County Ambulance Advisory Committee (KCAAC) shall be consulted in the development and implementation of such transition plans.
7. **KLAMATH COUNTY AMBULANCE SERVICE AREA PLAN:** The Klamath County Ambulance Service Area Plan, attached to and made part of this Agreement as an exhibit to Klamath County Code, Chapter 405, is regulated by that Code, which is attached to and made part of this Agreement. Compliance of services with the Klamath County Code, Chapter 405; Chapter 820 and 682 of the Oregon Revised Statutes; and Oregon Administrative Rules, Chapters 333 and 847 regulations and standards is required.
  - 7.1. Incoming calls for the County are received and then dispatched to the proper emergency agency as specified in the “Emergency Communications and System Access” section of the Klamath County Ambulance Service Area Plan.
  - 7.2. The County’s objective is to assure that the County is served by effective and efficient ambulance services. The County desires a comprehensive emergency medical services system, incorporating all aspects of the Ambulance Service Plan and seeking overall system enhancements. The County believes this objective can be best attained by awarding an exclusive franchise for ambulance service for each Ambulance Service Area.
  - 7.3. All providers are required to provide effective and efficient ambulance services as defined in the Ambulance Service Plan.
8. **COMMITMENT TO AFFIRMATIVE ACTION HIRING PRINCIPLES:** The County is an equal opportunity employer and Providers shall meet all applicable Federal and State hiring requirements that the Providers do not discriminate in hiring practices on the basis of race, color, religion, creed, age, sex national origin, ancestry, physical and/or mental handicaps.
9. **INSURANCE:**
  - 9.1. Provider shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

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<sup>1</sup> Klamath County Code, Chapter 405

- 9.2. Provider shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
- 9.3. Provider shall endorse the Provider General Liability (CGL) to include Klamath County as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
- 9.4. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the Provider or its insurer(s) to the County.
- 9.5. Provider’s insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Provider’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- 9.6. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
- 9.7. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the Provider or his subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the Provider shall ensure that proper coverage is purchased and maintained.
- 9.8. Provider and all Subcontractors shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of Klamath County when available.
- 9.9. Klamath County will waive the required Worker’s Compensation (WC) coverage if the Provider submits a letter, on official letter head, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.
- 9.10. Klamath County will waive the required Auto Liability coverage if the Provider submits a letter, on official letter head, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training our staff, meetings to implement, etc.
- 9.11. Provider shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

❖ Used to contract for personal services such as consultants or trainers.

- a. Contracts should have the following:
  - General Liability
    - Each Occurrence \$2,000,000
    - Aggregate \$4,000,000
    - Operations \$2,000,000
      - Products and Completed
    - Personal/Advertising Injury \$2,000,000
  - Auto Liability
    - Combined Single \$2,000,000
  - Workers’ Compensation
    - Statutory Limits
    - Employers Liability
      - \$1,000,000
    - Indemnity Clause

10. RECIPROCITY ARRANGEMENT AGREEMENT: The intent of the RECIPROCITY ARRANGEMENT AGREEMENT is to ensure adequate resource reserves exist to provide reliable transport ambulance service continuity 90% of the time throughout the County. Submission of a renewal application shall constitute a commitment to sign the RECIPROCITY ARRANGEMENT Agreement, and the intent to respond under the terms of the Agreement. All requests for this type of aid shall be made through the appropriate dispatch center. The “RECIPROCITY ARRANGEMENT BY AND AMONG THE KLAMATH COUNTY AMBULANCE SERVICE PROVIDERS” document is included in the Klamath County Ambulance Service Plan, found at Appendix 1, and copy of this agreement is provided to Klamath County.

11. AMBULANCE VEHICLES STANDARDS: Each ambulance shall meet relevant State requirements including, but not limited to, those requirements relating to construction as described in OAR 333-255-0060, maintenance, capacity and

sanitation. Each ambulance shall be maintained in a mechanically safe condition, clean, neat and sanitary. The ambulance must pass all inspections required by the State of Oregon and Klamath County Ordinance.

- 12. VEHICLE MAINTENANCE AND CHASSIS RECORDS: All providers shall maintain vehicles in conformance with the standards, requirements and maintenance provisions stated in the rules adopted by the State Health Division and ORS 682.015 *et seq.*
- 13. ACCIDENT REPORTING REQUIREMENT: Any accident that requires a State accident report be filed with the D.M.V. or any accident occurring on private property where damage exceeds \$400.00 to the vehicle and/or property, or causes injury and/or death must be reported in writing to the KCAAC.
- 14. EQUIPMENT ON GROUND AMBULANCES: Each ambulance shall carry as a minimum the equipment and supplies, which shall be in proper working order, as required by the Oregon State Health Division.
- 15. PERFORMANCE REQUIRMENTS – RESPONSE TIMES:

- 15.1. “Response Time” means the length of times between the notification of each provider and the arrival of each provider’s emergency medical service unit(s) at the incident scene.

- 15.2. Klamath County ambulance providers shall meet the following response times standards for potentially life-threatening emergencies, as these areas are defined in the Ambulance Service Plan:

Urban:	8 minutes at 90%
Suburban:	15 minutes at 90%
Rural:	45 minutes at 90%
Frontier:	4-1/2 hours at 90%

- 15.3. A volunteer provider assigned an ASA shall endeavor to have an ambulance roll-out time within fifteen minutes, 90% (ninety percent) of the times, upon receipt of a call.

- 15.4. All other provider assigned an ASA shall have an ambulance roll-out time within three minutes, 90% (ninety percent) of the time, upon receipt of a call.

- 15.5. The County may monitor response times and if it is found that more than 10% (ten percent) of the emergency calls are not responded to in the required maximum response times or less during any ninety (90) day period, the Provider shall be required to redeploy or add additional units.

- 15.6. Should the Provider fail to meet the criteria within three (3) months of notice to redeploy or add units, the Provider shall be held in breach of this agreement.

- 15.7. Responses to emergency calls originating outside the ASA limits will not be counted in the number of total calls dispatched used to determine quarterly response time compliance statistics. For the purpose of measuring franchise agreement compliance, each incident will be counted as only one call dispatched, no matter how many units are dispatched.

- 15.8. Each month the Provider shall document in writing each ambulance call dispatched which was not responded to within a response time for the area of the call. The Provider shall identify the cause of such extended response time and shall document the Provider’s efforts to eliminate repetitions of the cause of poor response time performance. This report shall be forwarded to the Ambulance Advisory Committee by the tenth day of the following month.

- 15.9. Failure to Comply: If the licensee fails to meet the response time requirements in any one month, the Licensee must respond in writing to the Klamath County Ambulance Advisory Committee stating the reason(s) for that failure and presenting a program for remedy.

- 15.9.1. Extended Failure to Comply: Failure to meet response time requirements for any continuous three-month period is grounds for revocation of licensure to operate with the ASA.

- 15.10. It is understood that “unusual circumstances” beyond Provider’s reasonable control can induce response times that exceed the aforementioned standards. These “unusual circumstances” include only severe weather conditions, disasters, off road situations, private roads, or unusual periods of very high demand upon the system.

- 15.11. Equipment failure, traffic accidents, dispatcher error or lack of a nearby ambulance shall not furnish grounds for release from late run deductions or general response time standards. If the provider feels that any run or group of runs should be exempt from response time standards due to “unusual circumstances beyond the Provider’s reasonable control”, the Provider may request that these runs be excluded from response time performance calculations and late run penalties. If the County concurs that the circumstances do fit the franchise agreement’s exemption criteria, the County shall allow such exemptions in calculating overall response time performance and in assessing late run penalties.

15.12. The County is most interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. However, clinical and response time performance must never be sacrificed for economy. Therefore, ambulance response times must be within the stated response time limits.

16. PERSONNEL REQUIREMENTS:

16.1. Roster and Personnel Availability: A roster of personnel shall be maintained in advance of each twenty-four (24) hour day to assure ambulance coverage for each ASA. Ambulance providers are obligated to schedule rest periods between work shifts. In the event enough personnel are not available to respond in an ambulance, 9-1-1 will be notified that the ambulance is out of service.

16.2. ALS Requirement: All advanced Life Support Ambulances must be staffed by a minimum of one (1) State of Oregon certified EMT P or above and one (1) EMT B, unless a waiver has been granted.

16.3. BLS Requirements: Basic Life Support Ambulances must be staffed by a minimum of one (1) State of Oregon certified EMT B and one (1) certified driver. A "Certified Driver" is one who meets the criteria set forth in OAR Chapter 333, Division 255.

16.3.1. Exception to Requirement: An exception may be authorized by the BOCC pursuant to ORS 682.135.

16.4. EMT Training: All EMTs used to staff ambulances licensed by the County shall adhere to Oregon State requirements for training and continuing education.

16.5. Medical Supervision: The Physician Supervisor's role is to be consistent with the provisions of OAR 847-035-0020 and 847-035-0025.

17. RECORDS REQUIREMENTS: Licensees shall keep the following records for a minimum of one year and provide the following information to the BOCC or the Ambulance Advisory Committee upon request:

17.1. Calls: Records of all calls received by licensee, including time call is received, time ambulance is dispatched, time ambulance is in-service, time of arrival on scene and time of departure from scene.

17.2. Responses: The number of emergency responses made within the licensee's ASA each month and the number of emergency responses that exceed the standards for notification time, departure time and response time.

17.3. Training Records: Records of all EMT education and training shall be maintained by each licensee.

17.4. Monitoring: Monitoring of all requirements shall be conducted by the KCAAC. The KCAAC shall develop data and reports identifying cases of noncompliance with the performance requirements. Information sources shall include EMS providers, patient care information, radio transmission tapes, 9-1-1 reports, and public input.

17.5. Disaster Response: Licensees will participate in and adhere to the Emergency Operations Plan as set forth in the Plan at Section 7.

18. QUALITY ASSURANCE: Quality assurance provides a method for problem solving that is intended to ensure the highest level of care and safety to patients and staff while seeking to guarantee that pressing issues will be addressed first, that behavior will be modified appropriately and that the entire process will be continually reevaluated for effectiveness.

18.1. The Quality Assurance Plan is specified and detailed in the Klamath County Ambulance Service Plan, Section 5, (8).

18.2. The KCAAC may request and shall receive Quality Assurance concerns from all agencies and consumers regarding pre-hospital care. The Quality Assurance Team shall conduct such information gathering, investigation and deliberations necessary to return a decision of recommended action, if deemed necessary, to the BOCC as set forth in the Klamath County Code, Chapter 405 and the Plan.

19. INDEMNIFICATION: Provider agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Provider or its agents or employees.

20. AMENDMENT: This Agreement and amendments to this Agreement shall be in writing and will not be effective until approved by the Klamath County Board of Commissioner and the Provider.

20.1. This Agreement supersedes and cancels any prior Agreement between the parties hereto for similar services.

ADMINISTRATOR:

Klamath County Emergency Management  
3300 Vandenberg Av  
Klamath Falls, OR 97601

(541) 851-3741

COUNTY

Klamath County Board  
of Commissioners  
305 Main Street  
Klamath Falls, OR 97601  
(541) 883-5100

PROVIDER

Klamath County Fire District #1  
143 North Broad Street  
Klamath Falls, OR 97601  
(541) 885-2056

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Marcus M. Henderson  
Klamath County Counsel

**RECIPROCITY ARRANGEMENT  
BY AND AMONG THE  
KLAMATH COUNTY AMBULANCE SERVICE PROVIDERS**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the Klamath County Ambulance Service Providers who have duly executed this Arrangement.

WHEREAS, the Klamath County Ambulance Service Providers recognize the necessity to cooperate and work together for continuity of services; and

WHEREAS, the Klamath County Ambulance Service Providers recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and amongst themselves.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE KLAMATH COUNTY AMBULANCE SERVICE PROVIDERS WHO HAVE DULY EXECUTED THIS ARRANGEMENT AS FOLLOWS:

**SECTION 1. Definitions:**

As used herein:

- a. "Reciprocity request," shall mean the Requesting Provider does not have adequate resources or their resources are overwhelmed to handle the situation. **This is not to be confused with Supplemental Assistance, which is not part of this Arrangement.**
- b. "Requesting Provider," shall mean the provider requesting aid, and
- c. "Responding Provider," shall mean the provider affording or responding to a call for reciprocity of services.

**SECTION 2. Reciprocity Arrangement**

The Klamath County Ambulance Service Providers mutually agree to provide aid to each other when adequate resources are not available.

**SECTION 3. Authority to Respond to Provide Assistance**

- a. The authority to make requests for assistance or to provide aid under this Arrangement shall reside with the Requesting Provider's command personnel or the command personnel's designee. For purposes of this Arrangement, the "Requesting Provider" shall mean the Incident Commander or the Incident Commander's designee asking for assistance and the "Responding Provider" shall mean an officer/supervisor or designee sending assistance. Any Provider shall have the right to request assistance from the other Provider's subject to the terms and conditions of this Arrangement with priority given to the closest available agency.
- b. The Klamath County Emergency Communications Center will page out the next available Provider if two consecutive pages go unanswered for any reason. Providers are empowered to set up automatic aid protocols in the Emergency Communications Center for specific circumstances in their service areas.

**SECTION 4. Requesting Assistance**

A Provider may request assistance from any other Provider when the Requesting Provider has concluded that such assistance is essential to protect life, according to EMT Standing Orders.

**SECTION 5. Responses to Request**

Upon request to Klamath County Emergency Communications Center, a Responding Provider, upon determination that an emergency exists and subject to the availability of human and equipment resources, shall respond with EMS personnel and equipment to aid the Requesting Provider.

**SECTION 6. Personnel and Equipment Provided**

The Requesting Provider shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of equipment to be sent shall be solely that of the Responding Provider. The Responding Provider shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No Provider shall make a claim whatsoever against another Provider for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Responding Provider that such personnel and equipment are either not available or are needed to provide service in the Provider's response area.

#### **SECTION 7. Command and Control at the Emergency Scene**

All Providers shall establish Incident Command System (ICS) Standard Operating Guidelines (SOG's), and will implement them on all incidents involving mutual aid or contingency responses.

The Responding Provider's personnel and equipment shall report to the incident commander or other designated supervisor of the Requesting Provider. The person in charge of the Responding Provider shall meet with the Incident Commander or designated supervisor of the Requesting Provider for a briefing and assignment.

The person in charge of the Responding Provider shall retain control of the Responding Provider's human and equipment resources and shall direct them to meet the needs and tasks assigned by the Incident Commander or designated supervisor.

The Responding Provider's personnel and equipment shall be released by the Incident Commander or designated supervisor when the services of the Responding Provider are no longer required or when the Responding Provider's resources are needed in their primary response area. Responding Provider personnel and equipment may withdraw from the EMS scene upon notice to the Incident Commander or designated supervisor that they are needed in the Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

#### **SECTION 8. Reporting and Record keeping**

The Requesting Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Klamath County Ambulance Advisory Committee upon request. Each Provider shall maintain individual patient care reports.

#### **SECTION 9. No Reimbursement for Costs**

No Provider shall be required to reimburse any other Provider for the cost of providing services set forth in this Arrangement for mutual aid services, except as provided in Section 10 below. Each Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency response.

This agreement shall not be construed to prevent any of the parties from seeking reimbursement for personnel, materials, equipment or other expenses if otherwise authorized by law or if a state or federal officer or agency requests or orders emergency service by a participating unit or units of local government.

#### **SECTION 10. Fees for Ambulance Service**

Providers providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing and collection activity. Requesting Providers are responsible for payment of fees for Responding Providers providing Supplemental Assistance. **Supplemental Assistance Agreements between agencies are not part of this Arrangement.**

#### **SECTION 11. Liability**

Each Responding Provider hereby waives all claims against each Requesting Provider for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. Nothing in this paragraph is intended to prevent claims for benefits by emergency service workers or other employees or volunteers as authorized in ORS Chapter 401 or in any other law.

A Responding Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this Agreement.

**SECTION 12. Insurance**

Each Provider shall procure and maintain such insurance as is required by the applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage. Providers may self-insure when appropriate.

**SECTION 13. Conflict Resolution**

From time to time, personnel from one Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Provider's chain of command to provide answers or resolution.

**SECTION 14. Term of Agreement**

This Agreement shall be in full force and effect upon execution by all Providers hereto. This Agreement shall remain in effect for a period of seven years unless cancelled by any Provider giving thirty days written notice to the Klamath County Ambulance Advisory Committee. The Agreement may be amended by agreement of all of the Providers.

**IN WITNESS THEREOF**, the following Providers have duly executed this Agreement:

\_\_\_\_\_  
Representative of Ambulance Provider

\_\_\_\_\_  
Date Signed