

## SUPPLEMENTAL AMBULANCE SERVICE AGREEMENT

**1. Parties.** This agreement is made between the City of Centralia (City), Washington, a municipal corporation, and Lewis County Fire District 12 (LCFD 12), a municipal corporation in Lewis County, Washington., and American Medical Response Northwest, Inc. (AMR), a private corporation.

**2. Recitals.** This agreement is entered into by the City under the authority of RCW 35A.11.040, and the District under the authority of RCW 52.12.031.

Whereas, AMR entered into an agreement that is entitled "Contract for Ambulance Services" on May 1<sup>st</sup>, 2003;

Whereas, the Contract for Ambulance Services obligates AMR to provide ambulance services for the City and LCFD 12;

Whereas, the Contract for Ambulance Services further obligates AMR to provide ambulance services at designated response time performance levels;

Whereas, the costs incurred by AMR to maintain an amount of personnel and equipment that are capable of responding to all requests for service within the designated response time performance levels significantly lessen AMR's profitability;

Whereas, the City and LCFD 12 have the capability to provide supplemental ambulance services within their respective services areas; and

Whereas, AMR, the City and LCFD 12 believe that the health, safety, and welfare of the people within their service areas will be enhanced if the City and LCFD 12 provide supplemental ambulance services, now therefore:

**3. Ambulance Services.** On the terms and subject to the warranties and conditions of this agreement, the City and LCFD 12 hereby agree to provide supplemental, paramedic staffed, transport capable ambulance services to AMR, and AMR agrees to use such services.

**4. Provider Qualifications.** The City and LCFD 12 warrant that they have sufficient education, training, skills, knowledge, ability, and/or experience to competently provide supplemental, paramedic staffed, transport capable ambulance services to AMR. The City and LCFD 12 further warrant that they otherwise satisfy all statutory and regulatory requirements that are necessary to provide supplemental, paramedic staffed, transport capable ambulances services to AMR.

**5. Duration of Agreement.** This agreement shall commence upon execution of this agreement by the Parties, and shall continue until either the accompanying Contract for Ambulance Services expires or is terminated, or this agreement is terminated by the agreement of the Parties. However, any party to this agreement may terminate this contract by providing written notification to all parties, ninety (90) days in advance of such termination, if performance of the obligations hereunder cause the party to experience undue financial hardship, or political events or occurrence prevent or deter the party from performing its obligations, or for any other good cause.

**6. Volume of Services.** The City and LCFD 12 agree to provide supplemental, paramedic staffed, transport capable ambulance response services to AMR for up to five percent (5%) of AMR's annual 9-1-1 originated ambulance service request volume in its Lewis County service area. The annual call volume shall be based on response records provided by the Lewis County 9-1-1 center for the preceding year. All supplemental responses made by the City and

LCFD 12, including those that occur when AMR has no resources available at the time of dispatch, shall qualify to satisfy the obligation of the City and LCFD 12 to provide services for up to five percent (5%) of AMR's annual 9-1-1 originated ambulance service request volume.

**7. Service Area.** The City and LCFD 12 shall provide ambulance services in the following area, which shall include: Lewis County Fire Protection Districts 6, 12 and 13, the Cities of Centralia and Chehalis, and Grays Harbor Fire Protection District 1 (Oakville).

**8. Service Availability.** The City and LCFD 12 agree to be available to provide supplemental, paramedic staffed, transport capable ambulance services to AMR on a twenty-four (24) hours a day, seven (7) days a week basis for the term of this agreement, subject however, to the following limitation: The City and LCFD 12 shall not be obligated to provide services to the extent that their service resources are presently being used to provide services, or when the City and LCFD 12 experience diminished service capacity due to decreased resources, including personnel and equipment unavailability, or any other reasonably justifiable event or occurrence that reduces the service capacity the City and LCFD 12. If either the City and LCFD 12 are frequently unavailable to provide supplemental ambulance services, and such unavailability jeopardizes AMR's ability to meet its obligation to provide ambulance services under the accompanying Contract for Ambulance Service, then AMR may petition the City / LCFD 12 inter-local agreement Joint Board for purposes of obtaining relief, which may include termination of this agreement.

**9. Service Reports.** AMR shall provide reports of requests for ambulance services to the City and LCFD 12, each month, during the term of this agreement. The reports shall contain all information that is necessary for the Parties to perform their obligations or exercise their

rights pursuant to the agreement. The report format and level of detail shall be established by the Parties.

**10. Compensation.** For services rendered by the City and LCFD 12 under this agreement, AMR shall pay the City and LCFD 12 a total annual fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000). AMR shall pay the annual fee to the City and LCFD 12 in monthly installments of Ten Thousand Four Hundred Sixteen Dollars and Sixty-six Cents (\$10,416.66). The first payment shall be made on May 1<sup>st</sup>, 2003, and subsequent payments shall be made on the First day of each month thereafter.

After the initial year, and each year thereafter, the total annual fee will be adjusted by 100% of the CPI-U, Seattle-Tacoma-Bremerton.

If the City and LCFD 12 unjustifiably terminate this agreement, i.e., for reasons other than those permitted by this agreement, then the City and LCFD 12 agree to pay the remaining balance of the total annual fee to AMR. If AMR unjustifiably terminates this agreement, then AMR agrees to pay the remaining balance of the total annual fee to the City and LCFD 12.

If AMR fails to provide a sufficient level of services, such that it is necessary for the City or LCFD 12 to provide services in excess of five percent (5%) of the annual ambulance service request volume in the Service Area, in any yearly quarter, then AMR shall pay to the City and LCFD 12 a fee of \$500.00 per each excess supplemental response of the City or LCFD 12, in addition to the total annual fee. If AMR fails to provide a sufficient level of services, such that is necessary for the City or LCFD 12 to provide services in excess of ten percent (10%) of the annual ambulance service request volume in the Service Area, in any yearly quarter, then AMR shall pay to the City and LCFD 12 a fee of \$250.00 in addition to the \$500.00 fee per each excess

supplemental response. If AMR fails to provide a sufficient level of service, such that the City and LCFD 12 provide services in excess of seven percent (7%) for two or more quarters in any twelve month period, then AMR agrees to appear before the City / LCFD 12 inter-local agreement Joint Board for purposes of providing relief, which may include termination of this agreement.

**11. Cost of Supplies.** AMR shall provide, at no cost to the City or LCFD 12, all disposable supplies used by the City or LCFD 12 to provide services under this agreement. In addition, the City and LCFD 12 shall be entitled to purchase supplies through any AMR purchasing methods, or from any AMR purchasing sources, at rates that are available to AMR.

**12. Patient Billing.** For supplemental services provided under this agreement, the City and LCFD 12 agree to obtain patient information, including patient care forms and billing information from any patient that receives the services of the City and LCFD 12, and then provide such information to AMR. If the City or LCFD 12 provide services to a patient, and then choose not to bill the patient for such services, or fail to provide patient information to AMR in a timely manner, which shall typically not be not more than (3) business days, then AMR may deduct a portion of the compensation, i.e., the total annual fee, in an amount that is the lesser of the actual potential lost revenue or \$500.00. However, AMR shall not be entitled to deduct any portion of the annual fee if the City or LCFD 12 fail to provide patient information because such information cannot reasonably be obtained. For example, such cases include transients and patients airlifted prior to admission to a hospital.

AMR shall be entitled to collect and retain all patient fees that arise from services provided by the City or LCFD 12 in accordance with this agreement. In the event AMR collects

revenues in excess of \$125,000.00 in any year from services provided by the City and LCFD 12 the excess funds shall be paid to the City and LCFD 12.

**13. Insurance.** The City and LCFD 12 shall obtain and maintain general liability insurance, malpractice insurance, and automobile liability insurance throughout the term of this agreement.

AMR shall maintain insurance coverage as detailed in the Lewis/Grays Harbor Counties contract for ambulance services.

**14. Hold Harmless & Indemnity.** The Parties agree to indemnify, and hold harmless each other, including the Parties' respective predecessors and successors in interest, the principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, that arise or have as their origin third-party claims or demands for personal injury or property damage, or of any kind or nature whatsoever, to the extent that such claim or demand is the result of the acts or omissions of the indemnifying Party's principals or agents.

**15. Modifications.** This agreement shall not be modified, unless such modification is in writing and signed by the Parties.

**16. Waiver.** No waiver of any provision of this agreement shall be valid unless it is in writing and signed by the person or party against whom charged.


**17. Applicable Law.** This agreement shall be subject to and governed by the laws of the State of Washington and any applicable federal laws.

**18. Severability.** The invalidity or unenforceability of any particular provision of this agreement shall not effect the other provisions, and this agreement shall be construed as if such

invalid or unenforceable provisions were omitted.

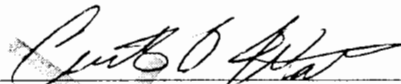
American Medical Response Northwest, Inc.

Dated: 3-26-03

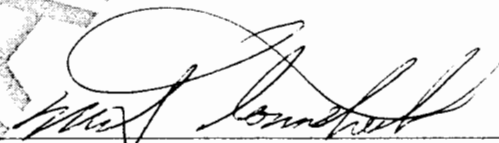
By:   
~~President~~ REGIONAL CEO

Lewis County Fire Protection District 12


Dated: 3-25-03

  
Commissioner

Dated: 3-25-03

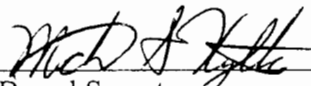
  
Commissioner

Dated: 3-25-03

  
Commissioner

Attest:

Dated: 3-25-2003

  
Board Secretary

City of Centralia

Dated: 3-26-03

*Paul Bruning*  
Mayor

Dated: 3-25-03

*J. P. Fatz, Jr.*  
City Manager

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