

Lewis/Grays Harbor County  
Ambulance Service Consortium

Ambulance Transport Services Contract

2019

## **Section 1 Purpose and Intent**

The Lewis/Grays Harbor Ambulance Consortium intends to establish a formal service contract with a private ambulance company, specified herein as American Medical Response Ambulance Service, Inc. (“AMR”), for the provision of Priority and Routine Response and Patient Transport Services (the “Contract”).

## **Section 2 Definitions**

For the purposes of clarity and consistency, the following words shall have the following meanings in this Contract unless the context clearly requires a different meaning.

- 2.1 Advanced Life Support: Shall mean invasive emergency medical treatment requiring advanced medical treatment skills as defined in RCW 18.71.
- 2.2 Ambulance Service Consortium (herein referred to as the “Consortium”): The group of user agencies as identified within Section 3.1 of this Contract established by Inter-Local Contract that provides insight and input into the service level received, attainment/acquisition of deliverables as defined in the ambulance Contract and the performance of the private contractor, but also to provide for a Lead Agency to administer the Contract.
- 2.3 Ambulance Unit: Means the vehicle and personnel provided by the company responding to a request for ambulance transport services.
- 2.4 Fire Department or Department: Shall mean any or all service recipient agencies including Lewis County Fire Districts #6, #11, #13, City of Chehalis, Riverside Fire Authority, and Grays Harbor Fire District# 1.
- 2.5 Fire Official: Shall mean the Fire Chief/Administrator or Fire Chiefs designee.
- 2.6 Incident Commander: Shall mean the Fire Official in charge of the emergency response at an incident.
- 2.7 Lead Agency: Shall mean the Agency identified in the Lewis/Grays Harbor Ambulance Service Consortium Interlocal Agreement who will administer the Contract.
- 2.8 Performance Standards: Refers to standards as required in Appendix A of this Contract.
- 2.9 Public Safety Answering Point (“PSAP”): A call center responsible for answering calls for emergency medical services. For this Contract, The Consortium will designate an appropriate Dispatch Center for AMR to use.

- 2.10 Priority Response (“**Priority**”): Shall be defined as any response to a request for service where the Emergency Warning Lights and Sirens shall be active for the purposes of expeditious response to the scene of an emergency.
- 2.11 Request Received: Shall mean the point in time when the designated Dispatch Center confirms the incident address.
- 2.12 Out of Chute Time: Shall mean the time interval from the time when the dedicated Communication Center dispatches (alerts) a request for service to the time an AMR unit ambulance is moving in the direction of the request as documented in AMR’s CAD.
- 2.13 Routine Response (“**Routine**”): Shall be defined as any response to a request for service where no emergency warning devices are activated, and travel is confined to the normal flow of traffic.

**Section 3      Scope**

- 3.1 This Contract is for AMR to provide Priority and Routine Response and Patient Transport Services of sick or injured patients from the scene of incidents within Lewis County Fire Districts #6, #11, #13, the City of Chehalis Fire Department, Riverside Fire Authority, and Grays Harbor County Fire District #1. Under the terms of this Contract, AMR shall be mandated to provide Advanced Life Support Units staffed with a minimum of 1 EMT and 1 Paramedic as defined in WAC 246-976-010. If AMR is unable to staff an ALS unit, they may staff a BLS unit, with 2 EMTs, so long as they notify the Consortium when the BLS unit will be in service. Agencies whom are not signatories to this Contract may seek inclusion and benefit from services provided. The Consortium has the discretionary power to authorize latecomers to receive service via contracts executed by and between the Lead Agency. Entities seeking inclusion into the Consortium shall submit in writing to the Lead Agency the merits, justification and reasoning for their inclusion into the Consortium.
- 3.2 The term of this contract is for three (3) years and commences June 1, 2019. The Lead Agency (in collaboration with the Consortium) may renew this Contract, upon terms and conditions satisfactory to the Lead Agency and the Consortium. The renewal shall be completed upon execution by the parties.
- 3.3 At the discretion and option of the Lead Agency (with counsel of the Consortium), two (2), three (3) year contract extensions may be considered and executed. The Lead Agency shall provide notice to AMR of their interest to extend the Contract at least one hundred and twenty (120) days in advance of the Contract expiration date.

- 3.4 Each consortium Department retains the right to cancel their participation in this Contract. The Department shall provide the Lead Agency and AMR notification of termination (180) one hundred eighty days in advance of said termination.
- 3.5 AMR shall pay an annual Contact Administration fee to the lead agency in the amount of \$10,000.00 or the pro-rated portion thereof at the conclusion of each year that the contract is in force.

#### **Section 4 General Performance Elements**

- 4.1 AMR shall furnish ALS or BLS ambulance transport services as requested by the Departments for the transport of sick and injured persons from the scene of an incident as requested via the E911 PSAP system by a requesting agency.
- 4.2 Response-Primary Priority. AMR acknowledges that the Lead Agency is entering into this Contract for the benefit of the public in dealing with emergency medical services. AMR shall consider the Lead Agency and recipient Departments a customer of primary priority and shall make its best effort to provide services to the Consortium Departments in a timely manner. AMR shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or major emergency and disaster situations. This plan shall include the ability of AMR to alert off-duty personnel.
- 4.3 Outside Work. AMR may do other work within the service area (e.g., scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), provided, AMR meets the response standards in this agreement.
- 4.4 Response Mode Modifications. During the term of this Contract, a Consortium Department may have the sole discretion to request a modification of response performance and response modes that are less stringent than those response times identified within Appendix A for Priority and Routine Responses. All response mode modifications shall be agreed upon by the parties and memorialized in writing via Memorandum of Understanding (to include response zone, response time, and response mode). All modifications shall be made part of, and equally enforceable as a term of this Contract.
- 4.5 In the event that a Consortium Department determines that immediate transport is in the best interest of patient care, or AMR does not have an ambulance available to respond, they are encouraged to transport the patient or arrange for transport through another agency without penalty from AMR. However, should the Department choose to do so, the Department shall assume sole responsibility

for any medical malpractice and/or MPD initiated discipline resulting from the event.

- 4.6 Special Events. AMR agrees to provide additional ambulances throughout the Consortium service area on a non-dedicated basis, dependent upon the requirements of the event. AMR will also provide at no cost to the requesting Department a non-dedicated stand-by unit at the scene of a greater alarm incident upon request of the Incident Commander. This may be built into the run cards for that agency.

## **Section 5 Performance Standards**

- 5.1 Emergency Incident Response Performance Standards. Every calendar month, AMR shall meet or exceed the response performance standards as defined in Appendix A.
- 5.2 All Consortium Departments shall receive a monthly performance report based on data elements available to AMR. Consortium members and AMR shall meet at least quarterly to review the report collectively and to address any service level concerns. AMR shall present justification regarding delayed response performance and steps taken by AMR to eliminate unsatisfactory response performance. In addition, the Consortium and AMR shall determine how best to meet other deliverables as identified in this Contract.
- 5.3 Exemption to Response Performance Standards. AMR may request and the Consortium may approve exemptions to response performance standards in situations beyond AMR's control that cause unavoidable delays or no response. The Consortium may examine each request for exemption and may deny exemptions except when the following criteria is met:
- AMR has 4 or more ambulance units responding within the Consortium, (this could be multiple calls, an MCI, etc.) including their 20-minute dismiss time at the hospital, and reasonable time to return to the Consortium area if they transported out of the area on a 911 call.
  - Delays due to natural disasters, including but not limited to road closures, snow, ice, floods, etc.
  - Any event that prevents AMR from returning to the Consortium area in an average amount of time (i.e., road closures I-5 south is closed when AMR has ambulances north of the closure) or
  - Any reason reasonably agreed upon by the parties.
- 5.4 Complaints. AMR shall provide prompt response to complaints as they pertain to this Contract. AMR shall provide to the Lead Agency and/or the specific Department a list of all complaints received, status and/or disposition. Copies of

such complaints will be made available to the Lead Agency upon request/and/or the involved Department. Any complaint received by any of the Departments shall be forwarded to AMR for action, and AMR shall forward the disposition of the incident to the Department within twenty-one (21) days of receipt.

- 5.5 In the event that the Lead Agency, individual Department, and AMR are unable to resolve a medical complaint or matter as listed above, the parties will seek a third party to resolve the conflict. If it is a medical care matter, the Lewis County Medical Program Director (MPD) may be asked to mediate a decision. In matters that are non-medical in nature, the parties will seek third party resolution via a dispute resolution facilitator or mediator agreed to by the parties.

## **Section 6 Patient Care Standards**

- 6.1 AMR shall continuously meet or exceed the Lewis and Grays Harbor County Advanced Life Support Provider Agency Rules and Regulations and patient care performance standards as provided by State law. In the event, there are conflicts among these standards, the controlling standard shall in order of precedence be State law and then the Lewis and Grays Harbor County Patient Care Guidelines.
- 6.2 Transport Protocols. AMR shall adhere to Lewis County Advanced Life Support Provider Agency Rules and Regulations transport protocols for services performed under this Contract.
- 6.3 AMR agrees that it is the sole responsibility of the Departments to provide initial response to all requests for medical assistance as they deem appropriate. Departments are not required to respond to every call.
- 6.4 Language is now in appendix A
- 6.4 AMR will provide ambulances and associated equipment used in the performance of this Contract including all Paramedic Supervisors' vehicles. Each ambulance will be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS ambulance in accordance with County ALS Policies and Procedures. Equipment will include the supplies at the minimum stocking levels for an ALS ambulance.
- 6.5 Patient Care and Transfer of Care. The procedures for patient care at the incident scene and for the transfer of such care to AMR shall be smooth and expeditious. When AMR arrives at an incident scene in response to a request, AMR personnel shall report to the Incident Commander or his/her designee. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by protocol or Medical Base Station. In the interest of medical care, personnel from Consortium Departments will be permitted to ride

in AMR units while transporting to and from a medical facility as well, AMR personnel will be permitted to ride in Consortium EMS transport units while transporting to and from a medical facility in the best interest of patient care.

- 6.6 Patient Care Performance Standards Monitoring. AMR shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Pre-hospital Care Reports (“PCRs”), Against Medical Advice Summary Audits (“AMAs”), patient refusals, and ambulance response failure/unusual occurrence forms. Such documents shall be made available to a Consortium member upon request unless prohibited by law. AMR and the Consortium shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols on a quarterly basis. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance.

## **Section 7 Dispatch and Communications**

- 7.1 Ambulance Company's Dispatch/Communications Equipment and Personnel. AMR shall furnish, operate, maintain, and replace or upgrade its dispatch and communications equipment, radios, telephone equipment, computer aided dispatch system equipment, including hardware and software, and all other equipment and software necessary for its provision of emergency transport services.
- 7.2 PSAP call-takers and dispatchers on behalf of the Lead Agency will answer incoming E-911 phones and dispatch accordingly Agencies, or their Communication Center may contact AMR Dispatch directly. AMR Dispatch will dispatch the appropriate AMR ambulance to the call, or notify the requesting agency that an AMR ambulance is not available. AMR units will be notified directly by the PSAP by a radio alerting device. All requests for services shall be responded to in an expeditious manner.
- 7.3 Computer Aided Dispatching. AMR shall utilize a CAD system to record dispatch information for all requests for services. AMR shall generate, either automatically or through manual entry, a dispatch record using generally accepted coding conventions and time-stamping rules. The Lead Agency may require dispatch information to be provided on electronic and/or print media for review. AMR shall ensure that all dispatching and communications with its ambulance units are conducted in a manner that meets or exceeds all federal, state, and local requirements.
- 7.4 Dispatch Communications. AMR shall record and maintain for a minimum of 365 days, by tape or other voice recording media, all radio and telephone

communications with and between persons or agencies requesting ambulance service, its units, personnel, and Central Communications. Such recordings and records shall be made available to the Lead Agency or recipient Department upon request.

- 7.5 Emergency Alerting Devices. AMR shall equip each ambulance unit with installed radio communications equipment capable of notifying ambulance personnel of response needs. Mobile and portable radio communications equipment will be capable of communicating on Lewis and Grays Harbor County fire and EMS frequencies. In addition, each ambulance unit shall contain at least one (I) portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.
- 7.6 Refusal of Transports. AMR shall not refuse to transport any person when such person is determined by the recipient Department to fall under the category of having a life threatening, potentially life threatening, or other medical emergency, assuming AMR has an ambulance available for the call.
- 7.7 Hospitals. AMR shall transport a patient to a medical facility or hospital as directed by Department personnel, base station medical control or to a hospital of the patient's choice. If base station medical control designates a specific hospital in a multiple casualty incident or by a paramedic or higher medical authority at the scene of the emergency, AMR shall transport the patient to that facility.
- 7.8 Opticoms. AMR shall not install traffic preemption or operate any device or means on its units that can be utilized to control traffic signaling devices.
- 7.9 Changes in Destination. If AMR changes the patient destination based on the wishes or needs of the patient or appropriate receiving hospital, AMR will contact Central Communications and notify them of the patient's new destination so that fire Department units can relay that information to family or significant others.
- 7.10 Vehicle Markings and Advertising Restrictions. Markings on ambulance units shall not include seven (7) or ten (10) digit phone numbers or other advertising. The only telephone number allowed is "9-1-1". AMR's standard logo, including its name, is permitted.

## **Section 8      Equipment Maintenance.**

- 8.1 AMR shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, on board equipment, supplies, and facilities used by the Company in performance of its work.

- 8.2 All equipment and supplies used by AMR must meet and comply with all standards established by federal, state, and local laws, rules, and regulations.
- 8.3 AMR shall remove ground ambulances from primary service under this Contract at two hundred thousand (200,000) miles, and will remove ambulances from service under this Contract at two hundred and twenty-five thousand (225,000) miles. All ambulances shall be Type 3 in design and model.
- 8.4 AMR is responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

**Section 9 Private Ambulance Company's Personnel.**

- 9.1 Staffing. Each ambulance unit responding to requests for service shall have at least two (2) personnel, one (1) accredited EMT-B and one (1) accredited Paramedic (EMT-P), or two (2) EMTs
- 9.2 Character and Competence of Personnel. AMR shall ensure that its personnel conduct themselves in a professional and courteous manner. Personnel shall be competent and shall hold all required licenses, permits and certificates in their respective trades or professions. Personnel shall wear uniforms that clearly identify the company's business name as well as the name of the particular employee. All personnel shall have a neat, clean appearance, shall be courteous to patients, shall refrain from unprofessional conduct or the use of foul language, and shall abide by all applicable federal, state, and local laws and regulations. The Lead Agency may demand the removal of any employee or subcontractor of company, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under this Contract without the written consent of Lead Agency.
- 9.3 Observe Operations and Ride Along. In accordance with applicable laws on patient privacy, the Lead Agency or Consortium member shall be able to observe AMR's operation of its Communications Center, maintenance facility, and any ambulance post location. The Lead Agency or Fire Department members may ride as third person on any of the AMR ambulance units, provided however, that such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with AMR's personnel in the performance of their duties and contractual responsibilities, and shall, at all times, be respectful of AMR's employer and employee relationship.

**Section 10 Other Performance.**

- 10.1 Continuing Medical Education. AMR will provide up to eight (8) hours of Continuing Medical Education (CME) annually for each Consortium Department at the Departments' request. The class schedule will accommodate the Departments' personnel schedule and will be scheduled and delivered with the input of the Departments' training officer or representative.
- 10.2 Materials Exchange Program. Consortium members shall receive medical supplies on a one-for-one exchanged when used as often as mutually agreed upon by AMR and the Department.

## **Section 11 Private Ambulance Company Rates.**

- 11.1 Compensation. AMR's sole financial compensation for services rendered under this Contract shall be the rates billed and collected from patients and responsible third parties. Local taxes or subsidies shall not fund any services provided by AMR.
- 11.2 Rates. AMR shall file with the Lead Agency its initial schedule of rates to be charged for services during the period of this Contract and any extensions. The schedule of rates shall be a matter of public record open to public inspection. The schedule of rates must be adhered to by AMR. AMR shall not change rates without the approval of the Consortium. AMR shall submit in writing any request for a rate change to be reviewed by the Consortium and a decision reached within sixty (60) calendar days. If the Consortium fails to take action within sixty (60) days, AMR may implement the proposed charge. In the event that AMR and the Consortium do not agree to the proposed rate structure, both parties agree to enter into negotiations with a mutually agreed upon mediator to reach an agreeable fee schedule. If AMR or the Consortium become aware of any forthcoming change in regulation, law, or market condition that might adversely impact future system reimbursement or operating expense and such change cannot be mitigated through reasonable effort by the Consortium or AMR, the Consortium and AMR agree to consider revising the user fee schedule. Such revision shall become effective in a timely manner to sustain system financial viability.
- 11.3 Billing, Collection, and Reporting. AMR shall be responsible for all billing and collection functions related to services rendered pursuant to this Contract. AMR shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. On scene collections, will not be permitted. Notwithstanding any other provision of this Contract, because this Contract requires AMR to respond at the ALS level to all Emergency Calls, AMR shall bill the ALS Mandated rate except where prohibited by law, e.g., Medicare or

Medicaid.

- 11.4 Examination and Audit of Records. At any time during normal business hours and as often as may reasonably be deemed necessary, Lead Agency or Consortium members may observe the AMR's operations. Additionally, AMR shall make available for examination and audit, all contracts, invoices, materials, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.
- 11.5 Time and Notification. The Lead Agency or Consortium member has the right to observe and inspect AMR's business office operations. Inspections shall be restricted to normal business hours, and reasonable notification shall be given in advance of any such visit.
- 11.6 Cooperation. AMR will cooperate with and respond to any Lead Agency or Consortium members on all matters related to the provision of identified ambulance transport services.

## **Section 12 Termination.**

- 12.1 Without Cause by Written Advance Notice. Either party may terminate this Contract without cause providing one hundred eighty (180) days advance written notice to the other party of that party's intent to terminate. A breach of the terms of this Contract need not occur to terminate under this section. If this Contract is terminated, the Lead Agency has the right to offer the remainder of the existing Contract and its extensions to another provider for right of first refusal.
- 12.2 AMR Company Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the Contract include the following:
  - a.) Failure of AMR to perform in accordance with any of the provisions of this Contract.
  - b.) Failure of AMR to operate the system in a manner that enables the Consortium and AMR to remain in compliance with Federal or State laws, rules, or regulations.
  - c.) Falsification of information supplied by AMR during the term of this Contract, including but not limited to altering documents to enhance the AMR's apparent performance or falsification of any other data required under the contract.
  - d.) Creating patient responses or transports so as to artificially inflate run volumes.

- e.) Failure of AMR to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data.
- f.) Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period.
- g.) Failure of AMR personnel to conduct themselves in a professional and courteous manner and present a professional appearance.
- h.) Failure of AMR to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- i.) Failure of AMR to cooperate with and assist the Lead Agency or Consortium after breach has been declared.
- j.) Acceptance by AMR or AMR's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of AMR or AMR's personnel could be reasonably construed as a violation of Federal, State, or local law.
- k.) Payment by AMR or any of AMR's personnel of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.
- l.) Failure of AMR to meet the standard of care as established by this Contract.
- m.) Failure of AMR to maintain insurance in accordance with this Contract.
- n.) Chronic Failure of AMR to meet performance requirements as set forth in this Contract.
- o.) The filing of any bankruptcy or any other similar action, which, in the opinion of the Lead Agency or Consortium, places the performance of the contract at risk.
- p.) Failure to submit reports and information under the terms and conditions outlined in this Contract.

### **Section 13 Remedies.**

- 13.1 If conditions or circumstances constituting a breach as set forth above are determined to exist, the Lead Agency with the Consortium shall have all rights and remedies available at law or in equity under this Contract, specifically including the right to terminate the Contract.

### **Section 14 Process for Termination of Contract Due to Breach.**

- 14.1 In the event of breach, the Lead Agency shall give AMR written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, AMR will deliver to the Lead Agency, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. AMR

shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If AMR fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of Lead Agency), or AMR fails to timely deliver the cure plan, or updates to the Lead Agency, the Lead Agency may immediately terminate the Contract. AMR will cooperate completely and immediately with the Lead Agency to affect a prompt and orderly transfer of all responsibilities to the Lead Agency.

- 14.2 AMR will not be prohibited from disputing any findings of breach through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the Lead Agency from providing services. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred will be initiated and shall take place only after the transfer of Contract responsibilities to the Lead Agency has been completed, and will not, under any circumstances, delay the process of transferring operations to the Lead Agency.
- 14.3 AMR's cooperation with and full support of the Lead Agency's termination of the Contract will not be construed as acceptance by AMR of the finding of breach. However, failure on the part of AMR to cooperate fully with the Lead Agency to affect a smooth and safe transition shall itself constitute a breach of contract.
- 14.4 In the event an agreement with AMR is terminated, the Lead Agency shall have the right to assume the territory served by the terminated contractor. The intent to assume such territory shall be provided to the Lead Agency in writing within fourteen (14) days of receiving notice from the Lead Agency of the termination of the other contractor.

**Section 15 "Lame Duck" Provisions.**

- 15.1 Should AMR fail to prevail in a future procurement cycle, AMR will agree to continue to provide all services required in and under the Contract until a new contractor or agency assumes service responsibilities up to 90 days after the contract has been awarded. To assure continued performance fully consistent with the requirements of the Contract through any such period, the following provisions will apply:
- 15.2 AMR will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing provider.

- 15.3 AMR will make no changes in methods of operation that could reasonably be considered to be aimed at cutting AMR's services and operating costs to maximize profits during the final stages of the Contract.
- 15.4 The Lead Agency and the Consortium recognizes that if a competing provider should prevail in a future procurement cycle, AMR may reasonably begin to prepare for transition of the service to a new contractor. The Lead Agency and Consortium will not unreasonably withhold its approval of AMR's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impact AMR's performance during this period.
- 15.5 The parties agree that, should the Consortium boundaries or service area change by merger, consolidation, or other means, the new service area may require renegotiation of this ambulance provider contract. The renegotiation would be limited to the new service area, with the balance of the contract remaining in full force and effect.

**Section 16 Proprietary and Confidential Information.**

- 16.1 AMR acknowledges that the Lead Agency is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Lead Agency believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. AMR, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the Lead Agency will have no obligation or any liability to AMR in the event that the Lead Agency must disclose these materials.

**Section 17 Indemnification.**

- 17.1 AMR does hereby release and shall defend, indemnify, and hold the Lead Agency and Consortium Departments, collectively or independently, its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of AMR performing the services contemplated by this Contract except to the extent attributable to the negligent acts or omissions of the Lead Agency. The indemnification provided for in this section shall survive any termination or expiration of this Contract. If any employee of AMR brings any action against the Lead Agency or any Consortium members, the indemnification obligation of AMR set forth in this section shall not be limited by a limit on the amount or type of damages, compensation or benefits payable by or for AMR under RCW Title 51, the Industrial Insurance Act, or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained

herein and not for the benefit of AMR's employees or any third parties, AMR waives its immunity under RCW Title 51. AMR acknowledges that the foregoing waiver was mutually negotiated.

**Section 18 Insurance.**

- 18.1 AMR shall procure and maintain, for the duration of the Contract, insurance of the types and in the amounts as defined in Appendix B.
- 18.2 Throughout the Contract period, AMR shall notify the Lead Agency in writing of any and all claims, accidents, and/or incidents which might lead to litigation arising out of AMR's performance pursuant to the contract.

**Section 19 Compliance with Law.**

- 19.1 **General Requirement.** AMR, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington, the municipal code and ordinances, rules, regulations, orders, and directives of the Lead Agency, Consortium members and the officers thereof. Without limiting the generality of this paragraph, AMR shall specifically comply with the following requirements of this section.
- 19.2 **Licenses and Similar Authorizations.** AMR, at no expense to the Lead Agency or the Consortium, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- 19.3 **Taxes.** AMR shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on AMR's interest in this Contract.

**Section 20 Contractual Relationship.**

- 20.1 This Contract does not constitute AMR as an agent or legal representative of the Lead Agency or Consortium Departments for any purpose whatsoever, and the relationship of AMR to the Lead Agency by reason of this Contract shall be that of an independent contractor. AMR is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Lead Agency or to bind the Lead Agency in any manner or thing whatsoever. Both parties, in the performance of the Contract, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees,

subcontractors, or agents of the other party for any purpose whatsoever. AMR shall ensure that all of its employees, subcontractors, and agents are properly trained and fully equipped to perform their assigned tasks.

**Section 21 Discrimination.**

- 21.1 In the hiring of employees for the performance of work under this Contract or any sub-contract, AMR, its sub-contractors, or any person acting on behalf of AMR or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**Section 22 Assignment and Subcontracting.**

- 22.1 AMR shall not assign or subcontract any of its obligations under this Contract without the Lead Agency's prior written consent. The Lead Agency written consent may be granted or withheld by the Lead Agency's sole discretion. Any subcontract made by the AMR shall incorporate by reference all the terms of this Contract. AMR shall ensure that all subcontractors comply with the obligations and requirements of this Contract. The Lead Agency consent to any assignment or subcontract shall not release AMR from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

**Section 23 Amendments.**

- 23.1 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Contract, from time to time, by mutual agreement.

**Section 24 Executory Agreement.**

- 24.1 This Contract will not be considered valid until signed by both parties.

**Section 25 Binding Effect.**

- 25.1 The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**Section 26 Applicable Law.**

- 26.1 This Contract shall be construed and interpreted in accordance with the laws of

the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Lewis County.

**Section 27 Remedies Cumulative.**

27.1 Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**Section 28 Captions.**

28.1 The titles of sections are for convenience only and do not define or limit the contents.

**Section 29 Severability.**

29.1 If any term or provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**Section 30 Waiver.**

30.1 No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by the Lead Agency of any performance by AMR after the time the same shall have become due shall not constitute a waiver by the Lead Agency of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Lead Agency in writing.

**Section 31 Entire Contract.**

31.1 This document, along with any exhibits and attachments, constitutes the entire Contract between the parties with respect to the scope of work herein. No verbal agreements or conversations between any officer, agent, associate, or employee of the Lead Agency and any officer, Departments, employee, or associate of AMR prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

**Section 32 Negotiated Contract.**

32.1 The parties to this Contract acknowledge that it is a negotiated agreement, that

they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

**Section 33 Breach of Contract.**

33.1 The Lead Agency considers any breach of the Contract serious and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the Lead Agency to maintain a good working relationship with AMR while at the same time ensuring service to the community.

**Section 34 Addresses for Notices.**

34.1 All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to the Lead Agency;  
Michael Kytta, Fire Chief  
Riverside Fire Authority  
1818 Harrison Avenue  
Centralia, WA 98531

If to Lewis County Fire District #6:  
Fire Chief  
2123 Jackson Hwy  
Chehalis, WA 98532

If to AMR:  
  
Johanathan M. Andrews  
Regional Director  
American Medical Response  
13075 Gateway Drive, Suite 100  
Seattle, WA 98168

If to Lewis County Fire District #11:  
Michael Krafczyk, Fire Chief  
205 McCormick Creek Road  
Pe Ell, WA 98572

With Copy To: Legal Department  
American Medical Response, Inc.  
6363 S. Fiddlers Green Cir.  
Greenwood Village, CO 80111

If to Lewis County Fire District #13:  
Gwen Turner, Fire Chief  
P.O. Box 16  
Curtis, WA 98538

If to City of Chehalis Fire Department:  
Ken Cardinale, Fire Chief  
455 NW Park  
Chehalis, WA 98532

If to Grays Harbor County Fire District #1:  
William Rodocker, Fire Chief  
P.O. Box 6  
Oakville, WA 98568

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

**Section 35 Disputes.**

- 35.1 Any disputes or misunderstandings that may arise under this Contract concerning AMR's performance shall first be resolved through amicable negotiations, if possible, between AMR and the Lead Agency, or if necessary shall be referred to the Lead Agency and AMR's executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

**Section 36 Authority.**

- 36.1 Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

**Section 37 Other.**

- 37.1 Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Consortium warrants and represents that the payments made by AMR to Consortium shall be less than or equal to the Consortium's actual costs to provide those services. No funds shall be used by the Consortium in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
- 37.2 Compliance Program and Code of Conduct. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-Kickback Statute. AMR must provide the materials cited in this article for each consortium member agency to file.
- 37.3 Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or

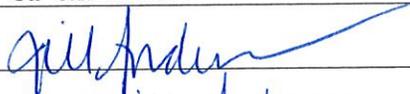
provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

- 37.4 Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Contract shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Contract. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

IN WITNESS WHEREOF, the Lead Agency and American Medical Response have caused this Contract to be executed.

**“Consortium Members”**

**“AMR”**

<b>LEWIS COUNTY FIRE DISTRICT #6</b>	<b>AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.</b>
By:	By:
Print Name:	Print Name: Edward Van Horne
Title:	Title: President and CEO
<b>LEWIS COUNTY FIRE DISTRICT #11</b>	
By:	
Print Name:	
Title:	
<b>LEWIS COUNTY FIRE DISTRICT #13</b>	
By:	
Print Name:	
Title:	
<b>CITY OF CHEHALIS</b>	
By: 	
Print Name: Jill Anderson	
Title: City Manager	
<b>RIVERSIDE FIRE AUTHORITY</b>	
By:	
Print Name:	
Title:	
<b>GRAYS HARBOR FIRE DISTRICT# 1</b>	
By:	
Print Name:	
Title:	

Effective date June 1, 2019

## **APPENDIX A RESPONSE/RELIABILITY PERFORMANCE**

All violations of the Contract result in written warning citing the article of the Contract in violation.

Response times shall be measured based on AMR's Out of Chute Time. Calculations shall be measured on a monthly basis and shall be aggregated for all services areas under this Contract. Out of Chute Time compliance shall mean AMR's Out of Chute Time is 180 seconds or less 90% of the time for all calls where AMR has an ambulance available.

AMR's failure to meet this requirement as set forth below shall be a Breach of Contract, subject to the terms of the Contract regarding AMR's cure and termination rights.

- (a) 87.01% or less for three months
- (b) 87.11% to 91.0% for four months
- (c) 91.01% to 95.0% for five months

AMR is required to respond with the proper level of care to at least 95% of the referrals for treatment and transportation by Consortium members twenty-four (24) hours a day, seven (7) days a week. All persons needing transportation service shall be served, regardless of race, color, age, sex, place of residence, financial condition, sexual preference, and presence or absence of medical insurance and regardless of the type of ailment or injury suffered.

AMR's failure to meet this requirement within a rolling 12-month period may be considered a Breach of the Contract, subject to the terms of the Contract regarding AMR's cure and termination rights.

### **Deployment Plan**

The following is the minimum deployment plan AMR will use on a consistent basis. AMR reserves the right to adjust the plan daily to make sure the system remains sustainable. AMR will remain responsible for meeting the performance standards in this agreement despite any changes to this deployment plan. AMR will keep the status of all their units on the appropriate CAD screen so all Consortium agencies can monitor their availability.

- M1- 0600-0600 24/7
- M2- 0700-0700 24/7
- M3- 1000-2200 Sunday-Saturday
- M4- 0800-1700 Monday-Friday
- M5- 1700-0700 Monday-Saturday

## **APPENDIX B INSURANCE REQUIREMENTS**

### **Insurance**

The Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, or employees.

#### **A. Minimum Scope of Insurance**

The Contractor shall obtain insurance as follows:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Lead Agency shall be named as an additional insured under this policy.
3. Excess Liability insurance covering both of the foregoing, with limits not less than \$4,000,000.00 in excess of the limits of the foregoing policies.
4. Workers' Compensation coverage as required by law.
5. Professional Liability insurance appropriate to the Contractor's profession.

#### **B. Minimum Amounts of Insurance Limits**

The Contractor shall maintain at least the following insurance limits:

1. Automobile Liability insurance, with a minimum combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence.
2. Commercial Liability insurance, with minimum limits of \$2,000,000.00 per occurrence, \$3,000,000.00 general aggregate.
3. Excess Liability as stated above.
4. Professional Liability insurance, with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

#### **C. Other Insurance Provisions**

The insurance policies shall contain, or be endorsed to contain, the following:

1. The Contractor's insurance coverage shall be primary, and any insurance or self-insurance.
2. The Contractor's coverage shall not be subject to cancellation by either party, except after the parties endeavor to provide thirty (30) days prior to provide

written notice by Contractor.

**D. Verification of Coverage**

Contractor shall furnish the Lead Agency with original certificates of insurance, and a copy of any amendatory endorsements, including but not limited to the “additional insured” endorsement, before commencement of performance of this Contract. The Contractor will provide a copy of the certificate of insurance, showing the insurer, effective dates of coverage, limits of liability, and the Schedule of Forms and Endorsements.