

AGREEMENT

This Agreement is entered into this 22nd day of March, 2017 by and between MEDIX Ambulance Service, Inc. hereinafter referred to as "MEDIX", and Task Force EMS, a board formed by Pacific County Fire District No. 2 (Chinook), the City of Ilwaco, and the City of Long Beach, of the State of Washington, hereinafter referred to as "TF EMS".

WHEREAS: MEDIX has served the members of Task Force EMS since January, 2007, while providing excellent service; and,

WHEREAS: TF EMS is committed to protecting the health, welfare, and safety of their shared communities; and,

WHEREAS: MEDIX represents that it is able and willing to provide ambulance services in compliance with the criteria set out in state and local regulations governing Emergency Medical Services; and

WHEREAS: TF EMS believes MEDIX is best suited to provide Emergency Medical Services based on cost of service, quality of service, and levels of service; and,

WHEREAS: TF EMS and MEDIX wish to enter into an Agreement that establishes TF EMS support for the application of MEDIX to provide Emergency Medical Services to South Pacific County and sets expectations for said services; now therefore

IN CONSIDERATION OF THE covenants terms and conditions set out herein the parties agree as follows:

1. TF EMS will support tile application of MEDIX Ambulance to be listed as a service provider for ALS and BLS levels of service within the coverage area identified in this agreement. Hereinafter, TF EMS agrees that it shall not support the application of any other provider to provide such services during the term of this agreement.
2. MEDIX shall provide ambulance services to the residents of TF EMS to the levels and standards set out in this agreement and in the Southwest Region EMS and Trauma Care Plan as it exists now or as hereinafter amended.
3. Should the requirements of this agreement, the requirements of the Southwest Region EMS and Trauma Care Plan, and/or the requirements of the State of Washington conflict, the more restrictive provisions shall govern.
4. MEDIX shall meet State mandated response times (as amended) for all responses. Additionally, MEDIX shall meet tile specific response times agreed upon between TF EMS and MEDIX at least 90% of the time. Specific response times will be included as Appendix B to the agreement.
5. MEDIX shall provide staffing and equipment at the following minimum levels:
 - a. One Washington State Certified Paramedic and EMT per ambulance.

- b. A minimum of one on site ambulance with personnel on a 24 hour basis located within the service area.
 - c. Adequate personnel and equipment required to achieve and maintain minimum response times.
 - d. MEDIX shall recognize and consider the significantly increased number of visitors to the area generated during summer months and the various festivals and other tourist related events that routinely occur in the area and provide staff and equipment accordingly.
6. MEDIX shall comply with the provision of Chapter 18.73 of the Revised Code of the State of Washington (RCW) for Emergency Medical Care and Transportation Services.
7. TF EMS shall provide training to volunteers to maintain the volunteer's initial level of certification and meet State required standards. At the discretion of TF EMS, TF EMS may designate MEDIX to provide training to volunteers to maintain the volunteer's initial level of certification and meet State required standards in the same manner as primary staff. At MEDIX sole discretion they may train volunteers at higher levels.
8. MEDIX shall charge the rates shown at Appendix A. Said rates may be increased annually by not more than the percentage of change reflected in the October to October data reported by the U.S. Department of Labor Bureau of Labor Statistics for Consumer Price Index-All Urban Consumers, not seasonally adjusted, West urban, all items, base period 1982-84 = 100. Series ID CUUR0400SAO. Increases shall be effective January 1st each year. Should MEDIX desire to increase rates at a level higher than the CPI, said increase shall be negotiated between the parties and must be supported by actual cost increases documented by MEDIX.
9. Coverage area shall include the jurisdictional boundaries of Pacific County Fire District No.2, the City of Long Beach and City of Ilwaco. If during the term of this agreement boundaries change through annexation or contracts with other agencies, the new area will be addressed by jointly revising Appendix B to reflect the increased service area.
10. MEDIX shall increase the coverage area to include all areas of South Pacific County not contained in the Pacific County Fire District No.1 or Pacific County Fire District No.4 (Naselle) upon thirty days written notice by TF EMS. Upon receipt of such notice MEDIX and TF EMS shall jointly revise Appendix B to reflect the increased service area.
11. MEDIX shall obtain and maintain all required Washington State Licenses and Certifications to provide ALS and BLS services.
12. TF EMS and MEDIX shall work cooperatively with neighboring jurisdictions including Washington State Department of Transportation; WS Parks; Pacific County, and PCFD 1 to define the service area as needed to prevent lapse in service.
13. MEDIX will comply with NIMS protocols.

14. Indemnification / Hold Harmless

MEDIX shall defend, indemnify and hold the TF EMS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the MEDIX in performance of this Agreement, except for injuries and damages caused by the sole negligence of the TF EMS.

It is further specifically and expressly understood that the indemnification provided herein constitutes MEDIX's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

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

B. No Limitation

MEDIX's maintenance of insurance as required by the agreement shall not be construed to limit the liability of MEDIX to the coverage provided by such insurance, or otherwise limit the TF EMS's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

MEDIX shall obtain insurance of the types and coverage described below:

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.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. TF EMS shall be named as an additional insured under MEDIX's Commercial General Liability insurance policy with respect to the work performed for TF EMS using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to MEDIX's profession.

D. Minimum Amounts of Insurance

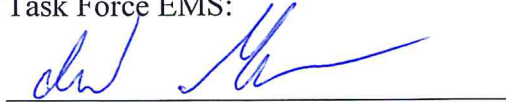
MEDIX shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
15. MEDIX will be working as an independent contractor for all purposes and will be responsible for any federal or state taxes applicable to services rendered by MEDIX. MEDIX shall provide TF EMS with satisfactory written proof of coverage under Washington's Workers' Compensation laws and unemployment insurance laws within seven (7) days of a request by TF EMS.
16. MEDIX acknowledges that it is aware and fully understands and shall fully comply with all applicable wage, hour and labor standards required by State or Federal law for this project.
17. Except for claims arising solely from the negligence of the TF EMS, its employees or its agents, MEDIX agrees to forever indemnify and hold the TF EMS harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connections with MEDIX's activities under this Agreement, including any claims for attorney fees and costs.
18. MEDIX further agrees to defend TF EMS, its agents and employees against any such claims and to further reimburse TF EMS for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though no suit or action is instituted.
19. Term: The term of this agreement shall run from _____, 2017 to December 31, 2024, provided however that TF EMS may terminate this agreement upon MEDIX's failure to comply with the terms of the Southwest Region EMS and Trauma Care Plan, and as amended, provided the TF EMS first gives MEDIX a thirty (30) day written notice describing the failure and MEDIX has failed to remedy the failure within the thirty (30) day period following mailing of the Notice. Early termination of the agreement can also be achieved by written notice by either of the parties provided such notice is made at least twelve (12) months in advance unless both parties agree to terminate the agreement with less notice. This Agreement may be extended for an additional eight (8) year term for a total of fifteen (15) years upon a showing, to the satisfaction of the TF EMS Board.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

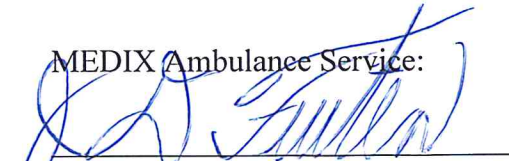
For:

Task Force EMS:



Chairman

MEDIX Ambulance Service:


J.D. Fuiten
President

Task Force EMS
C/O City of Long Beach
P.O. Box 310
Long Beach, W A 98631

Medix Ambulance Service
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