

EMS MEDICAL SERVICES AGREEMENT

This Agreement is entered into between CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 3, a Municipal Corporation, referred to as "District," and OLYMPIC AMBULANCE SERVICE, INC., a Washington Corporation, referred to as "Olympic."

RECITALS

1. The District is responsible for and provides emergency medical services to the area within the boundaries of the District and has paramedics on staff.
2. Olympic maintains and operates emergency medical service vehicles in accordance with Chapter 18.73 RCW and Chapter 246-976 WAC. The vehicles are staffed by personnel who are certified at least at the level of emergency medical technician as required by the statutory and regulatory provisions.
3. As part of its current delivery model, the District expects a dependable, fully equipped, adequately staffed, certified, and insured ambulance service to be provided by Olympic and to be available when needed by residents of the District to provide transportation to hospital facilities in emergency situations.
4. On some occasions, Olympic requires the services of a District paramedic to evaluate a patient or to accompany the patient during transport to a medical facility.
5. The District has paramedic personnel available for such emergency situations.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Emergency Medical Services Provided by Olympic.** Olympic agrees as follows:
 - 1.1 During the term of this Agreement, Olympic agrees to furnish emergency medical transportation services including ambulance transportation to all persons within the geographical boundaries of the District. The emergency medical transportation shall be rendered on the same basis as the services are rendered throughout the area served by Olympic at the level for which Olympic is properly licensed and certified. Olympic, however, assumes no liability for failure to provide the services by reason of any circumstances beyond its control. In the event of simultaneous emergency medical calls, whether within or outside of the District whereby the facilities and personnel of Olympic are taxed beyond its ability to render emergency medical transportation, the personnel of Olympic shall have discretion as to which call shall be answered first and



shall use good judgment as to the most expeditious manner of handling and responding to the calls.

- 1.2 When the District and Olympic are dispatched for emergency calls, the District shall be responsible for establishing an appropriate level of Incident Command. Because of this management responsibility, the District shall command and direct, at its discretion, all resources within its authority.
 - 1.3 All emergency medical transportation service supplied by Olympic and the vehicles and personnel used to supply the service shall meet the statutory and regulatory requirements set forth in Chapter 18.73 RCW and Chapter 246-976 WAC and the medical protocol established by the Department of Health through the applicable EMS Council and medical program director.
 - 1.4 When requested to do so by the District, Olympic shall provide emergency medical transportation of a patient to an acceptable medical facility without requiring prior financial arrangements with the patient.
 - 1.5 Olympic shall respond to a medical emergency within the District when specifically requested by District personnel or under an automatic response arrangement if so designated by the District.
 - 1.6 In the event that an Olympic emergency medical vehicle is dispatched by the District's dispatching service to a medical emergency in the District and it is subsequently determined that transportation of a patient is not needed, the District shall not be liable for any fee or charge for the service.
 - 1.7 In the event Olympic does not have qualified personnel or equipment available, Olympic shall notify the District immediately.
2. **Services Provided by the District.** The District agrees as follows:
- 2.1 **Priority.** Subject to the express direction of a patient requiring transport, the District shall use Olympic as the first priority for patient transports.
 - 2.2 **Paramedic Services.** The District shall make its paramedics available to Olympic when necessary for patient care. District paramedics shall be available to Olympic on emergency scenes and during transport when necessary to meet the applicable medical protocols. The District does not guarantee the availability of a paramedic in all situations and the District assumes no liability for failure to provide paramedic services by reason of any circumstances beyond its control. In the event of simultaneous emergency medical calls, whether within or outside of the District, District personnel shall have discretion as to which call District paramedics shall be dispatched to and shall use good judgment as to the most expeditious manner of handling and responding to the calls.

The duty of the District to provide paramedics under the provisions of the Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to Olympic or any members of the public.

3. **Conditions of Performance.** In the event for any reason Olympic shall lose its required state certification of its medical service vehicles or personnel and therefore become unable to perform the services required of it under this Agreement, Olympic shall notify the District immediately and the District shall have the right to terminate this Agreement immediately.
4. **Transport Payments.** Olympic shall be solely responsible for billing and collection for services rendered by Olympic pursuant to this Agreement. The District is not a guarantor of payment for transports and Olympic agrees to hold the District harmless in the event Olympic is not paid by a third party for services rendered.
5. **Payment to District.** Olympic agrees to pay the District one hundred seventeen thousand six hundred thirteen dollars (\$117,613.00) per year in monthly payments of nine thousand eight hundred one dollars (\$9,801.00) on or before the last day of the month. The \$117,613.00 equates to the portion the District would receive in billings for ALS evaluations to include the ALS portion for Paramedic transports. The parties shall mutually adjust the annual fee prior to December 31st of each year based on the difference between the Medicare reimbursement for ALS and BLS, call volume, a reasonable billing fee and approximated collection rate reviews for the prior year. These figures are included as attachment "A".
6. **Liability.** Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and agrees to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposed of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
7. **Insurance.** Olympic agrees to carry at all times during the term of this Agreement, liability insurance coverage in the amount of one million dollars (\$1,000,000) covering Olympic for all activities of the employees of Olympic relating to the performance of this Agreement and to name the District as an additional insured for services performed by Olympic within the District.
8. **Term.** This Agreement shall be effective as of January 1, 2016, and, except as provided in Paragraph 3, shall continue until either party shall give to the other ninety (90) days written notice of termination.

[Handwritten initials]

[Handwritten initials]

9. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

10. **Modification.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the parties.

11. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. **Non-Exclusive Agreement.** Olympic shall not be precluded from entering into similar Agreements with other municipal corporations.

DATED: 12-15-15

OLYMPIC AMBULANCE SERVICE, INC.

By: 
William W. Littlejohn, President

CLALLAM COUNTY FIRE PROTECTION DISTRICT NO. 3

By: 
James D. Barnfather, Chairman

ATTEST:

By: 
Ben Andrews, Fire Chief

Appendix A

Reimbursement Formula

$((ALS - BLS) \times PB) - BF) \times CR = \text{Reimbursement Amount For the Year}$

ALS	= ALS Emergent & ALS Evaluation Charge	\$	434.03
BLS	= BLS Emergent & ALS Evaluation Charge	\$	365.50
PB	= Patients Billed		2757
BF	= Billing Fee of 25%		17.00%
CR	= Olympic Ambulance Collection Rate %		75.00%

$$(((434.03 - 365.5) \times 2757) - 0.17) \times 0.75 =$$

$$((68.53 \times 2757) - 0.17) \times 0.75 =$$

$$(\$ 188,937.21 - 0.17) \times 0.75 =$$

$$(\$ 188,937.21 - \$ 32,119.33) \times 0.75 =$$

$$\$ 156,817.88 \times 0.75 = \$ 117,613.41$$