

AGREEMENT

THIS AGREEMENT is entered into this 1st day of June, 2025, by and between LEWIS COUNTY, a political subdivision of the State of Washington, acting through its DEPARTMENT OF EMERGENCY SERVICES, 911 COMMUNICATIONS DIVISION, and MEDIX AMBULANCE SERVICE INC, an Oregon corporation, hereinafter referred to as the "Agency".

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. Lewis County Communications agrees to provide the following dispatch services for Medix Ambulance Service, Inc.
 - a. 24-hour telephone and radio call answering on agreed frequencies.
 - b. Incident evaluation and appropriate response dispatching based on established protocols.
 - c. Real-time status tracking of Agency units.
 - d. Logging incidents with timestamps for call receipt, dispatch, and unit arrival.
 - e. Coordination between Agency units, fire departments, emergency services, and law enforcement.
 - f. Contacting private sector resources upon request.
2. Agency hereby agrees to pay an annual fee of \$115,824.00, payable in monthly installments of \$9,652.00, due by the fifth day of each month. Payments not received by then shall be considered late and shall incur a late fee of five percent (5%) of the amount due.
3. Lewis County Communications shall not be required to maintain additional equipment beyond that used for standard dispatch services. Any additional equipment required by the Agency shall be the financial responsibility of the Agency.
4. No portion of this Agreement may be assigned or subcontracted without prior written approval from Lewis County Communications.
5. Changes to this Agreement must be made in writing and signed by both parties.
6. This agreement may be terminated by either party with 30 days' written notice.
7. If a breach of this agreement occurs and is not remedied within 10 days of written notice, the non-breaching party may terminate the Agreement. Upon termination, Lewis County Communications may, without limitation, seek alternative services at the Agency's expense if the Agency is at fault.
8. To the fullest extent permitted by law, Agency agrees to indemnify, defend, and hold the County together with its departments, elected and appointed officials, and agents, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court

costs, attorney's fees, and alternative dispute resolution costs, that (i) are caused in whole or in part by any act or omission, negligent or otherwise, of the Agency and/or its employees or agents; or (ii) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. Agency's indemnification obligation shall not apply if the claim, damage, loss, or expense is caused by the sole negligence of the County. Agency's foregoing indemnification obligations are a material inducement to County to enter into this Agreement, are reflected in the pricing offered hereunder, and have been mutually negotiated by the Parties.

9. This agreement is made in Lewis County, Washington. This Agreement shall be governed by the laws of Washington State. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis..

10. The Agency and its representatives shall maintain confidentiality of all information unless otherwise authorized by court order or written permission. This clause is subordinate to the Washington Public Records Act, with exemptions for protected patient information.

11. All notices under this Agreement shall be delivered to:

- For Lewis County 911 Communications:

Director of Emergency Services

351 NW North Street

Chehalis, WA 98532

- For Medix Ambulance Service:

JD Fuiten

5475 NE Dawson Creek

Hillsboro, OR 97124

12. If any provision of this agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

13. Failure to enforce any provision shall not be deemed a waiver of future enforcement.

14. This Agreement constitutes the entire agreement of the parties on all these subjects.

This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

15. The parties agree to comply with all applicable laws, including the federal Anti-Kickback Statute. Payments from Medix to 911 Communications shall not exceed cost of services.

16. Each party acknowledges receipt of the Agency's compliance materials, including Anti-Kickback policies, and agrees to adhere to them.

17. Each party certifies it is not excluded from federal health programs. If exclusion occurs, the other party must be notified within 5 days, and the Agreement may be terminated.

18. This Agreement does not require or incentivize any party to refer patients or services outside of those described.

19. Nothing in this agreement nor in the performance by Agency shall operate to vest any employment rights whatsoever or be deemed to create an employer-employee relationship nor joint venture between County and Agency. Agency shall have and maintain complete responsibility and control over all its employees, agents, and representatives, if any. No subcontractor, employee, agent, or representative of Agency, if any, shall be or deemed to be or act or purport to act as an employee, agent, or representative of the County.

20. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

21. Agency acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. The person signing this agreement on behalf of Agency represents and warrants that he or she has the full right, power, and authority to bind Agency, Agency has approved this Agreement and authorized him or her to sign it, and Agency is duly formed and in good standing.

22. This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

23. This agreement shall be binding upon and inure to the benefit of the parties hereto and all their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.

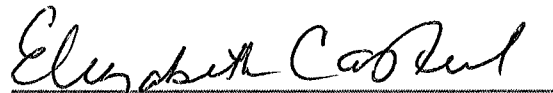
24. The parties each acknowledge, represent, warrant, and agree that they arrived at this Agreement through arm's length negotiations, and the mutual covenants and promises as provided by this Agreement are sufficient and due and adequate.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

Rieva Lester, Clerk of the Lewis County
Board of County Commissioners

FOR THE COUNTY:



Elizabeth Casteel
Interim Director

Lewis County Communications

APPROVED AS TO FORM:

Jonathan L. Meyer
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

AGENCY:

Name

Date

Title

[Signature] 8/21/2025
PRESIDENT MEDIX Amb.