

**DISPATCH SERVICES AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.  
(AMR)**

**AND LEWIS COUNTY DEPARTMENT OF CENTRAL SERVICES**

**E911 COMMUNICATIONS DIVISION**

Authorization for this agreement is contained in Ch 18.73 RCW, Ch.82.14B RCW and Ch.39.34 RCW.

The terms of this Contract and the performance thereof shall commence on January 1, 2015 and shall terminate on December 31, 2017. This contract may be extended, terminated or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this contract.

Lewis County E911 Communications (Central Dispatch), on behalf of Lewis County, agrees to perform the following dispatch services for American Medical Response Ambulance Service, Inc. (hereinafter "Agency"):

24-hr per day answering of telephone circuits terminating at Central Dispatch and of radio requests incoming on the frequencies agreed to by the parties to be appropriate for use (hereinafter "radio and telephone requests").

Determine the nature of each incident and dispatch a proper response in accordance with Central Dispatch's established response plans and directions.

Maintain status of the active Agency units and provide timely response to radio and telephone requests with respect to each incident.

Provide a positive means to log incoming calls, which includes verification of time of receipt, dispatch, and arrival of Agency units to provide a means to verify the events and time span involved with each incident, and upon request provide abstracts of those logs pertaining to individual incidents.

Act as an interface or conduit between Agency units, fire departments, emergency services, Central Dispatch and law enforcement agencies within Central Dispatch's established service area.

Make telephone calls to assist in summoning private sector aid when requested.

Central Dispatch shall not be obligated to maintain any equipment in addition to that needed by Central Dispatch to dispatch subscribing law enforcement and fire agencies. Should the Agency desire additional equipment, the Agency shall be responsible for the costs of installation, operation, and maintenance for any such equipment.

Agency agrees to pay an annual fee in 2015 of \$64,200.00, payments of \$5,350.00 shall be made monthly and will be due by the fifth working day of the month following the month of service. Failure to make timely payment shall result in a 5% late fee charge.

Agency agrees to pay an annual fee in 2017 of \$65,490.00, payments of \$5,457.50 shall be made monthly and will be due by the fifth working day of the month following the month of service. Failure to make timely payment shall result in a 5% late fee charge.

**Assignment and Subcontracting:**

No portion of this Contract may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Central Dispatch.

**Modification:**

Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

**Termination for Public Convenience:**

Agency or Central Dispatch (on behalf of Lewis County) may terminate this contract in whole or part upon 30 days written notice whenever Agency or Central Dispatch determines, at either party's sole discretion, that such termination is in the interest of Agency or Central Dispatch.

**Defense and Indemnity Agreement:**

Each party shall hold the other harmless and shall indemnify the other from any and all causes of action, judgments, claims, damages or otherwise arising out of its sole and solitary acts or omissions. Without limiting the foregoing, Agency acknowledges that Agency is solely responsible for all liability, costs or expenses resulting from its acts or omissions, and that Central Dispatch's responsibility hereunder is limited solely to the provision of those services described in this document.

**Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall lie in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this agreement.

**Confidentiality:**

The Agency, its employees, subcontractors and their employees shall maintain the confidentiality of all the information provided by Central Dispatch or acquired by the Agency in performance of this Agreement, except upon prior written consent of the Lewis County Prosecuting Attorney or any order entered by a court after having acquired jurisdiction over the County. Agency shall immediately give Central Dispatch notice of any judicial proceeding seeking disclosure of such information. Agency shall indemnify and hold harmless Lewis County, its officials, agents and employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from Agency's breach of this provision.

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**Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement (except service of process), notice shall be given by the Agency to the Lewis County Central Services Director, 360 NW North Street, Chehalis, WA 98532. Notice to the Agency for all purposes under this Agreement shall be given to 1218 Borthwick Street, Centralia, WA 98531. Notice may be given by hand delivery or by depositing notice in the US mail, first class, postage prepaid.

If to Agency:

General Manager  
American Medical Response  
13075 Gateway Dr., Suite 100  
Seattle, WA 98168

With Mandatory Copy to:

Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111

**Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

**Waiver:**

Waiver of any breach of condition this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**Entire Agreement:**

This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

Compliance

Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. Central Dispatch warrants and represents that the payments made by AMR to Central Dispatch shall be less than or equal to the Central Dispatch's actual costs to provide the Services. No funds shall be used by Central Dispatch in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

Compliance Program and Code of Conduct. Agency 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 Agency's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. Agency warrants that its personnel shall comply with Agency's compliance policies, including training related to the Anti-kickback Statute.

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 Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement 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 Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.  
OF CENTRAL SERVICES

LEWIS COUNTY DEPARTMENT



Thomas Maxian, General Manager

APPROVED TO FORM

Deputy Prosecuting Attorney