

This agreement entered into this 2nd day of March, 2006, by and between Lincoln City Ambulance Inc, an Oregon corporation dba Pacific West Ambulance Service (PWA) and Central Oregon Coast Fire and Rescue District, an Oregon rural fire protection district (COCFR).

RECITALS

1. PWA and COCFR are in the business of providing emergency and non-emergency medical transport services within Lincoln County, Oregon.
2. Differences of interpretation of the rules have arisen between emergency and non-emergency medical transfer service, in particular, such service that originates from Samaritan Pacific Communities Hospital.
3. In order to resolve these differences and to avoid future disagreements, PWA and COCFR have negotiated a mutual agreement to the matter. COCFR will not go to the County in support, but, will not oppose the change in Lincoln County Ordinance and Rule wording pertaining to non-emergency transfers.
4. It is understood between The Parties that COCFR will only respond in ASAs 1, 2, and 3, only if dispatched by LINCOM.
5. PWA has agreed to purchase the rights of COCFR to do non-emergency inter-hospital transfers in and from defined Ambulance Services Areas (ASA) 1, 2, and 3 of Lincoln County, Oregon.
6. It is the intent of the Parties to set forth herein their complete understanding with respect to subject matter specified herein.

AGREEMENT

1. The recitals set forth in the above are incorporated in the agreement.
2. In consideration for the agreement and compliance with the Terms of this agreement, PWA will pay the sum of \$120,000 (one hundred, twenty thousand dollars) to COCFR. A good faith payment of \$30,000 (thirty-thousand dollars) will be paid on signing. The remaining balance of \$90,000 (ninety-thousand dollars) will be paid within 120 days. COCFR will immediately cease and desist in providing non-emergency inter-hospital transfers from ASAs 1, 2 and 3 in Lincoln County.
3. COCFR will only respond, when requested, by LINCOM when PWA is not able to provide an ambulance within a reasonable time.

4. COCFR may also respond to the hospital for a transfer after being dispatched by LINCOM when requested by a patient who is a resident of ASA 4 or 5. This has been an accepted courtesy among Lincoln County ASA Providers.
5. PWA or any affiliated agency, will not bid on ASA's 4 and 5 in the 2006/2007 bidding process.
6. COCFR will charge PWA \$100 (one hundred dollars) per move up to cover ASA's 1, 2, and 3 for standby when PWA is out of the county doing 2 or more simultaneous non-emergency medical transfers. The exception will be a move up due to emergent event(s), which is considered "mutual aid".
7. In order to provide an enforcement mechanism, the parties agree to the following:
 - A. If COCFR responds to a request for non-emergency medical transport within the specified areas without LINCOM dispatch, COCFR agrees to reimburse PWA the fees collected for such services.
 - B. If a major breach occurs in which 3 unauthorized transfers are done by COCFR, an additional \$1000 (one thousand dollars) will be paid to PWA in addition to the fees collected.
8. In the event a suit, action, arbitration or, other proceeding of any nature whatsoever is instituted, or the services of an attorney are retained to interpret or enforce any provision of the Agreement or with respect to any dispute relating to this agreement, the prevailing party shall be entitled to recover from the losing party, its attorneys', paralegals', accountants' and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of a suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

9. This Agreement expires January 1, 2012.

10. This Agreement is effective on signature.

Pacific West Ambulance
 By J.D. Fuiten
 J.D. Fuiten, President/Owner

Date 3/2/06

Central Oregon Coast Fire and Rescue

By Ray Woodruff
 Ray Woodruff, Chairman,
 COCFR Board of Directors

Date 3-2-06