



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 4, 2003

Ordinance 14576

Proposed No. 2003-0057.2

Sponsors Phillips

1 AN ORDINANCE authorizing the executive to enter into
2 multiyear contracts with King County suburban cities and
3 fire protection districts for the disbursement of Medic One
4 emergency medical services tax levy funds to provide basic
5 life support services.

6

7

8 **STATEMENT OF FACTS:**

9 1. At a special election on November 6, 2001, the electorate of King
10 County approved a proposition imposing the levy of a regular property tax
11 each year for six years, collection beginning in 2002, to continue to
12 provide Medic One emergency medical services.

13 2. All funds collected under this levy not designated for the city of Seattle
14 are deposited into the county emergency medical services fund.

15 3. The Medic One emergency medical services system includes a tiered
16 response system that includes basic life support services provided by fire
17 department and fire district emergency medical technicians.

18 4. The county desires to disburse emergency medical services funds to the
19 suburban cities and fire protection districts for the provision of basic life
20 support services and must do so by executing new contracts with these
21 jurisdictions.

22 5. The county desires to enter into multiyear contracts with these
23 jurisdictions in order to facilitate the ability of the jurisdictions to maintain
24 continuous insurance liability coverage.

25 6. The Medic One emergency medical services levy provides a stable
26 funding base to allow for multiyear contracts between King County and
27 the fire agencies providing basic life support services.

28 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

29 SECTION 1. The King County executive is hereby authorized to enter into and

30 execute multiyear contracts, in substantially the form attached to this ordinance,
31 necessary for the disbursement of Medic One emergency medical services tax levy funds.
32

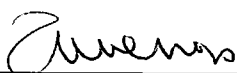
Ordinance 14576 was introduced on 2/24/2003 and passed by the Metropolitan King County Council on 3/3/2003, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Mr. Constantine

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

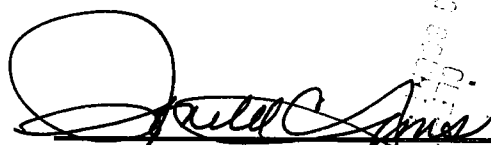

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13 day of MARCH, 2003.



Ron Sims, County Executive

RECEIVED
2003 MAR 14 PM 2:22
KING COUNTY COUNCIL

Attachments A. Basic Life Support Services Contract 02-25-03

King County Contract No. _____
 Federal Taxpayer ID No. _____

Department/Division **Seattle-King County Department of Public Health/Emergency Medical Services Division**

Agency _____

Project Title **Basic Life Support Services**

Fund Code **Real Property Taxes**

Contract Period From: **January 1, 2003** TO **December 31, 2007**

KING COUNTY AGENCY SERVICES CONTRACT – EMERGENCY MEDICAL SERVICES

THIS CONTRACT is entered into by KING COUNTY (the “County”), and _____, whose address is _____ (the “Agency”).

WHEREAS, the County has been advised that the following is the current funding source and the effective dates of such funding source:

FUNDING SOURCE	EFFECTIVE DATES
Real Property Taxes	1/1/02 – 12/31/07

and

WHEREAS, the County desires to have certain services performed by the Agency as described in this Contract, and as authorized by Ordinance No. _____.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The Agency shall provide services and comply with the requirements set forth in this Contract; in accordance with the Proposed Budget Form (Exhibit I) as approved annually by the Health Department, and in accordance with Basic Life Support Standards (Exhibit II).

The following attached exhibits are incorporated herein by reference:

X	<u>Scope of Services (Program Plan and Budget)</u>	Attached hereto as Exhibit I
X	<u>Basic Life Support Standards</u>	Attached hereto as Exhibit II
X	<u>Invoice</u>	Attached hereto as Exhibit III

II. DURATION OF CONTRACT

This Contract shall commence on the **1st** day of **January 2003** and shall terminate on the **31st** day of **December 2007**, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The Agency shall submit Exhibit I annually to the Health Department for its review and approval for determining funds to be distributed to the Agency. The County shall reimburse the agency for satisfactory completion of the services and requirements specified in this Contract, and in accordance with the Proposed Budget Form (Exhibit I), as approved by the Health Department. Payment to the Agency shall be made::

Upon receipt of the invoice as set forth in Exhibit III, which complies with the budget set forth in Exhibit I.

B. The Agency shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than forty-five (45) days after the appropriate invoice is received.

C. The Agency shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the Proposed Budget Form, as approved by the Health Department. The Proposed Budget may contain line items for personnel salaries and benefits, per-shift payments, per-call payments, supplies, support services, and total EMS funds allocated, consistent with RCW 84.52.069.

The Agency shall request prior approval from the County for amendment to the Proposed Budget when the cumulative amount of transfers among the line items within each funding source's program budget is expected, by the end of the budget period, to exceed 10% of the Contract amount for that program budget.

"Cumulative transfers" shall be defined as the total amount of over-expenditures of individual line items within a specific program budget; the total amount for said specific program budget remaining unchanged. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.



V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

VI. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

VII. EVALUATIONS AND INSPECTIONS

- A. The Agency shall provide right of access to its facilities, including those of any subcontractor to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- C. The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

VIII. CORRECTIVE ACTION

If the County determines that a breach of Contract has occurred, that is, the Agency has failed to comply with any terms or conditions of this Contract or the Agency has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Agency in writing of the nature of the breach;
- B. The Agency shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the



Attachment A. Basic Life Support Services Contract dated 02/25/03

date of the Agency's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The determination of sufficiency of the Agency's corrective action plan shall be at the sole discretion of the County;
- D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section X.B;
- E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section X, Subsections A, B, C, D, and E.

IX. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Agency not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

X. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified in Section II, by providing the Agency thirty (30) days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Agency materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection X.B.(1), the Agency shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.



Attachment A. Basic Life Support Services Contract dated 02/25/03

- C. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section II, the County may, upon written notification to the Agency, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Agency shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year are conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- D. This Contract may be terminated by the Agency without cause, in whole or in part, prior to the date specified in Section II, by providing the County one-year advance written notice of the termination.
- E. The Agency may terminate this Contract upon seven (7)- days written notice, should the County commit any material breach of this Contract. If the Contract is terminated by the Agency pursuant to this subsection, the County shall be liable for damages caused to the Agency as a result of the breach.
- F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XI. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Agency is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Agency, its employees, and/or others by reason of this Contract. The Agency shall protect, indemnify, and save harmless the County, their officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional



Attachment A. Basic Life Support Services Contract dated 02/25/03

act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.

- C. The Agency shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Agency, its officers, employees, and/or agents in the performance of their obligations under this contract. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Agency.

The County shall protect, defend, indemnify, and save harmless the Agency, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in the performance of their obligations under this contract in the performance of their obligations under this contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Agency only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Agency incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

XIII. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Agency shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Agency or subcontractor. The Agency may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages: Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended



Attachment A. Basic Life Support Services Contract dated 02/25/03

discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract involve the transportation of clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than, for:



Attachment A. Basic Life Support Services Contract dated 02/25/03

1. General Liability: \$1 Million combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2 Million aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1 Million.
3. Automobile Liability: \$1 Million combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the state of residency.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Contract.
- b. To the extent of the Agency's negligence, the Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.
- c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.



Attachment A. Basic Life Support Services Contract dated 02/25/03

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Agency shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. Municipal or State Agency Provisions

If the Agency is a Municipal Corporation or an Agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

XIV. NONDISCRIMINATION

The Agency shall comply with all applicable federal, state and local laws regarding discrimination.

XV. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Agency shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.



Attachment A. Basic Life Support Services Contract dated 02/25/03

In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

- C. The Agency shall maintain, until at least 12 months after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Agency shall also maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Agency shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. King County encourages the utilization of minority owned businesses (“MBEs”) and women-owned businesses (“WBEs”)(collectively, “M/WBEs”) in County contracts. The County encourages the following practices to open competitive opportunities for M/WBEs:
- Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs of contracting and subcontracting opportunities.
 - Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - Providing M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of M/WBEs.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages and sanctions provided for by contract and by applicable law.

XVI. CONFLICT OF INTEREST

- A. The Agency covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or



Attachment A. Basic Life Support Services Contract dated 02/25/03

responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Agency shall take appropriate steps to assure compliance with this provision.

- B. If the Agency violates the provisions of Subsection XVI.A., the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section X. above, as well as any other right or remedy provided in this Contract or law.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XVIII. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. The Agency agrees that any equipment purchases, in whole or in part, with Contract funds at a cost of \$1,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government.
- B. The Agency shall be responsible for all such property, including the proper care and maintenance of the equipment; provided, however, that the County agrees that the Agency shall not be liable for the normal wear and tear of such equipment.
- C. The Agency will ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- D. The Agency will admit County staff to the Agency's premises for the purpose of marking such property with County property tags.
- E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XIX. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the chief executive officer of the Agency and the director/manager of the County department/division specified on page 1 of this Contract.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XX. PROPRIETARY RIGHTS



Attachment A. Basic Life Support Services Contract dated 02/25/03

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Agency. The Agency agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency which are modified for use in the performance of this Contract.

XXI. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15% higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement.

The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Agency and any subcontractor agree, when applicable, to abide by the terms of Washington State law and rules and regulations promulgated thereunder; the Basic Interagency Contract between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

KING COUNTY:

AGENCY:



Attachment A. Basic Life Support Services Contract dated 02/25/03

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

December 5, 2001



EXHIBIT I

2003-2007 PROPOSED BUDGET FORM - BASIC LIFE SUPPORT SERVICES

Applicant Agency _____

Agency Service Area(s) _____

Contact Person _____ Title _____

Address _____

Phone _____

<u>Budget Category</u>	<u>Amount Requested</u> <u>in (year)*</u>
A. <u>Personnel</u>	
1. Salaries & Benefits **	_____
2. Per Shift Payments (list rate per shift)	_____
3. Per Call Payments (list rate per call)	_____
B. <u>Supplies</u> (itemized on separate sheet)	_____
C. <u>Equipment</u> (itemized on separate sheet)	_____
D. <u>Support Service</u> (itemized on separate sheet)	_____
E. <u>Total EMS Funds Allocated by King County EMS</u> in (year) (Please refer to the attached funding allocation)	_____

* Please list only total amount of requested funds by category on this page. Attach itemized list of proposed expenditures if you are requesting funds for supplies, equipment, or support services.

** Attach explanation of how requested funds for salary and benefits were calculated and how they will be used in accordance with the expenditure guidelines.

An agency may request BLSS funding for that portion of salaries and benefits that can be attributed to EMS (% aid calls out of total fire and aid calls) up to the BLSS allocation for that agency. Show %'s and total salary/benefit budget used to derive BLSS request.



(YEAR) PROGRAM PLAN AND PROPOSED BUDGET

I. Identification Information

A. Name and number of Fire Protection District or Fire Department:

B. Name of Chief: _____

Mailing Address: _____

C. Name of EMS Coordinator (and Training Coordinator if different):

_____ Telephone No. _____

_____ Telephone No. _____

D. Location: manned or unmanned status of all fire stations in your department of district; location of aid vehicles. Include the address of each station (use other side if necessary).

<u>Address</u>	<u>Defib Unit</u>	<u>Status</u>	<u>No. EMS Response Vehicles at Location</u>	<u>No. & Type Fire Vehicles at Location</u>
1. Station # _____	_____	Full Time _____ Part Time/ Vol _____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
2. Station # _____	_____	Full Time _____ Part Time/ Vol _____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
3. Station # _____	_____	Full Time _____ Part Time/ Vol _____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



Attachment A. Basic Life Support Services Contract dated 02/25/03

4. Station # _____ Full Time _____
Part Time/
Vol _____

*Include aid units as well as fire apparatus, command cars, rescue units, etc.

STATIONS PLANNED for construction in (year) Address _____

Status _____

Vehicles _____

E. Agency Response Information

Number of fire suppression responses in prior year _____

Number of EMS aid responses in prior year _____

Total number of responses in prior year _____

Percent aid responses of total responses _____

II. Relationships With other EMS Agencies

A. Specify location of transfer points with paramedic provider groups
if applicable:



Exhibit I
Program Plan and Proposed Budget
Page 3

III. Personnel

- A. Number of full-time paid fire fighters _____, of which
_____ are EMT's and _____ are First Responders.*
- B. Number of volunteer fire fighters _____, of which
_____ are EMT's and _____ are First Responders.*
- C. Number of personnel currently trained in defibrillation _____.
- Automated External Defibrillator Certified _____
- Manual Defibrillator Certified _____

* Certified as First Responders by State of Washington

IV. EMT Defibrillation Program

- A. Number and type of defibrillator units _____ A.E.D _____
Manual _____
- B. Location of defibrillation equipment (address) _____

- C. Unit numbers of aid vehicle(s) usually carrying defibrillation equipment
(use number(s) recorded when completing EMS Medical Incident Reporting
Form). _____

V. Budget

The EMS Division is seeking to collect information that documents total fire department expenditures for emergency medical services. We are also requesting each fire department to report its total operating budget for the year. In order that the information be consistent, please exclude from these totals major capital expenditures including vehicles and buildings, and monies earmarked for bond payments, etc.

- A. Estimated total EMS budget for (year) \$ _____
of which \$ _____ is provided by EMS funds.
- B. Total fire department or fire district budget for (year) \$ _____



Exhibit I
Program Plan and Proposed Budget
Page 4

VI. Fees for Services

A. Does your department charge for providing emergency services?

Yes _____ No _____

B. If yes, please provide a list of charges below.

VII. Service Improvements/Changes

Please describe how EMS funds will be used by your department in (year) to improve services to the citizens of King County.

BLS Provider

Date

Alonzo Plough, Director and Health Officer
Seattle-King County Dept. of Public Health

Date



EXHIBIT II

KING COUNTY EMERGENCY MEDICAL SERVICES

Basic Life Support Standards

Agencies shall comply with the following standards in order to be eligible for basic life support services funding from King County. Failure to comply with the standards adopted by King County pursuant to Chapter 2.26 of the King County Code or by the County Medical Program Director pursuant to Chapter 18.73 RCW, shall be sufficient grounds for notification, remediation, and possible termination of funding.

Review and modifications of BLS standards may be conducted on an annual basis. Proposed changes will be submitted to the Emergency Medical Services Advisory Committee and local provider agencies for advisory comment prior to implementation.

- I. **Personnel:** All emergency medical services personnel supported directly by King County funds must be certified as Emergency Medical Technicians as defined by RCW 18.73. Basic EMT training standards have been established by King County Emergency Medical Services.
- II. **Continuing Medical Education:** EMTs will remain certified as required by WAC 246-976. Continuing Education and proficiency standards will be set by King County Emergency Medical Services and the Medical Program Director. Agencies must report completion of education and skill proficiency updates to King County Emergency Medical Services in an agree upon summary format.
- III. **Medical Standards:** Each agency providing emergency medical services shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the Medical Program Director pursuant to RCW 18.73 and 18.71, and Chapter 2.26 of the King County Code. Standards of medical care are delineated in the King County EMS training curriculum approved by the Washington State Department of Health, "Patient Care Guidelines for Basic Life Support", and in the 1996, 1997, 1998, 1999, and 2000 Competency Based Training (CBT) modules. Additional CBT modules will continue to be issued annually. CBT modules may also be offered by the EMS Division electronically via Internet access.
 - a. **Scope of Practice:** Evaluation and treatment activities by EMTs from provider agencies **not** described in the standards of medical care are deemed outside the scope of practice. Changes or additions to this scope of practice will be issued periodically by the Medical Program Director.
 - b. **Record Keeping and Record Submission:** The Medical Incident Report Form (MIRF) must be completed as soon as possible following an incident. These reports should then be submitted to King County Emergency Medical Services, either electronically or by mail, within 30 days from the date the incident occurred. Agencies will be responsible for retention of copies of the reports.



- c. **Transportation Policy:** Each provider will be responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. Such policy should provide for transportation based upon determinants of transport need, including medical necessity, mitigating circumstances, and provider budget.

The decision to transport a patient seen by BLS personnel will be determined by the patient's medical condition as described in the Basic EMT core curriculum and any mitigating circumstances. The mode of transport will be consistent with the patient's medical condition and provide humane, efficient and expedient care. Transport destinations should be consistent with the State Trauma System Activation Guidelines.

- d. **King County Medical Quality Assurance/Quality Improvement Programs:** Each BLS provider will agree to participate in a King County Medical Quality Assurance/Quality Improvement program. This program will be developed by King County EMS Division, with the assistance of the EMS Advisory Committee and BLS providers. Elements of this program include: 1) run review by clerical and provider personnel to ensure completeness, 2) run review by a reviewer (local paramedic or personnel from within the organization for medical appropriateness and compliance with King County Emergency Medical Services standards, 3) case follow up and discussion conducted by the run review personnel, and 4) paramedic involvement in CBT Training.
- e. **Patient Confidentiality:** Information concerning the evaluation and treatment of a patient by BLS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient or his/her court-appointed representative completes and signs an Authorization for Release of Information form.

IV. **Equipment**

- a. All vehicles used to deliver emergency medical services must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing.
- b. Medical equipment used by personnel supported funds must meet appropriate federal or state standards or county protocols.

V. **Mutual Aid Agreements:** Each public agency providing basic life support services shall have written mutual aid agreement or similar arrangements in effect.

VI. **Proposed Research and Evaluation Activities:** Any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds must receive prior review and written approval by the Medical



Program Director and the King County Emergency Medical Services Division Manager and must be in compliance with State, County and local regulations and laws.

- VII. **Performance Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, the EMS Division – with the assistance of the EMS Advisory Committee and the Financial Staff Team – shall develop mechanisms for improved performance oversight by the EMS system and elected officials. Performance indicators will be established and reviewed by King County EMS and reported by the EMS Division to each BLS agency and in public presentations. Mitigation activities will be initiated with local providers if needed.

Reports will be distributed to provider agencies on a regular basis. Standards for each provider will be monitored in the following major areas: total call volume, average response time for code red calls, percent of response times greater than or equal to 4, 6, 8, and 10 minutes, out-of-service times, number of transports and mode of transport. Additional performance indicators may be added, with the assistance of the EMS Advisory Committee and the Financial Staff Team.

- VIII. **Financial Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, indicators shall be developed which improve financial oversight by the EMS system and elected officials. The EMS Division, in conjunction with the EMS Advisory Committee and the Financial Staff Team, shall develop reporting financial reporting measures that will include, but may not be limited to:

- a. Selection, development, and tracking of system costs.
- b. A standard costing system for reporting dollar expenditures for BLS activities.
- c. Funding allocation mechanism.



Exhibit III

Basic Life Support Services Invoice

Fire District/Dept. or City _____ Contract # _____ Invoice Date _____

Address _____ City _____ Zip Code _____

Budget Category *	Item	Expenditures	Expenditures To Date	Budget for Period	Balance Unexpended
Grand Total					

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the County of King, and that I am authorized to authenticate and certify to said claim.

Signature _____ Title _____ Date _____

*** Indicate supplies, equipment, salaries and support services.**

