



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 4, 2003

Ordinance 14577

Proposed No. 2003-0058.2

Sponsors Phillips

1 AN ORDINANCE authorizing the executive to enter into
2 multiyear contracts with the Bellevue Fire Department, the
3 city of Redmond Fire Department, King County Fire
4 District #13 and the Shoreline Fire Department, for the
5 disbursement of Medic One emergency medical services
6 tax levy funds to provide advanced life support services.
7
8

9 **STATEMENT OF FACTS:**

- 10 1. At a special election on November 6, 2001, the electorate of King
11 County approved a proposition imposing the levy of a regular property tax
12 each year for six years, collection beginning in 2002, to continue to
13 provide Medic One emergency medical services.
14 2. All funds collected under this levy not designated for the city of Seattle
15 are deposited into the county emergency medical services fund.
16 3. The Medic One emergency medical services system includes a tiered
17 response system that includes advanced life support (paramedic) services.

18 4. The county desires to disburse emergency medical services funds to the
19 fire departments for the provision of advanced life support services and
20 must do so by executing new contracts with these agencies.

21 5. The county desires to enter into multiyear contracts with the Bellevue
22 Fire Department, the city of Redmond Fire Department, King County Fire
23 District #13 and the Shoreline Fire Department, in order to facilitate the
24 ability of the agencies to maintain 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 departments providing advanced 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

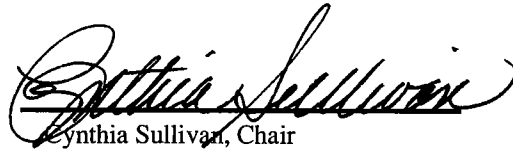
Ordinance 14577

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 14577 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 11 11:23
KING COUNTY CLERK

Attachments A. Advanced 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 **Advanced 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 Paramedic Program Plan (Exhibit I) and Operating Budget (Exhibit II), as approved annually by the Health Department; and in accordance with the Advanced Life Support (Paramedic) Service Standards (Exhibit III),

The following attached exhibits are incorporated herein by reference:

- X Scope of Services (Program Plan and Budget) Attached hereto as Exhibit I
- X Operating Budget Attached hereto as Exhibit II
- X Advanced Life Support (Paramedic) Service Standards Attached hereto as Exhibit III
- X Invoice Attached hereto as Exhibit IV

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 Exhibits I and II 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 Paramedic Program Plan (Exhibit I) and Operating Budget (Exhibit II), as approved by the Health Department. Payment to the Agency shall be made:

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

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 Operating Budget, as approved by the Health Department. The Operating Budget may contain line items for personnel salaries and benefits, per-shift payments, per-call payments, supplies, equipment, 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 Operating 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 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;



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

- 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.

- 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.



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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 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



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

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 discovery period, if such extended coverage is available, for not less than three years from the



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

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. Advanced 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. Advanced 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. Advanced 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 responsibilities in connection with the planning and implementation of the program funded



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

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

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.



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

KING COUNTY:

AGENCY:

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

PARAMEDIC 2003-2007 PROGRAM PLAN - ADVANCED LIFE SUPPORT SERVICES

I. Identification Information

A. Name of Paramedic Provider _____

B. Name of Contact Person _____

Mailing Address/Telephone No. _____

C. Basic Life Support Service Providers within your Paramedic Service Area:
Indicate city or fire district name and/or number, name of chief, and mailing address and telephone number.

1. _____ 2. _____

3. _____ 4. _____



Exhibit I
Paramedic 2003-2007 Program Plan
Page 2

II. General Geographic and Demographic Information

A. Definition of Service Area

In a narrative, define the boundaries of your service area. Attach a map if available.

B. Demographic Information - Please complete the following information:

1. Approximate number of square miles encompassed in service area:
2. Estimated population (residential) of Service Area:
3. Type and location of sub-areas which may contain high daytime, non-residential populations, or special features, which might increase the type or frequency of EMS calls:
 - a. Industrial Areas
 - b. Shopping Centers/Business Districts
 - c. Major Highways and Thoroughfares
 - d. Other



Exhibit I
Paramedic 2003-2007 Program Plan
Page 3

III. Communications

A. Communications

1. Are there problems with radio communications in your service area?

2. Do you have any plans to affect changes to address these problems?

B. Relationships with adjacent EMS agencies

1. Identify and describe any problem areas, your efforts to solve them and the results.

2. Role of private ambulances: What role do private ambulances play in providing aid and medic services in your service area? Describe any specific contracts or policies, cite any problems, and discuss your actions to alleviate these problems. Are there any changes anticipated in (year)?



Exhibit I
Paramedic 2003-2007 Program Plan
Page 4

IV. Response Times

Have any changes in location of vehicles and staff, procedures, or training been instituted in the prior year, which may have affected response time?

Yes _____ No _____

If yes, please describe the changes and their results. Please describe types of changes, areas affected, and anticipated results of any changes you are planning for (year) which will affect response time.



Exhibit I
Paramedic 2003-2007 Program Plan
Page 5

V. A.L.S. Vehicle Replacement Schedule

A. How frequently do you replace medic units? (Primary vehicles only).

_____ miles and _____ months.

B. When do you plan to next replace your present primary response medic unit(s)?

_____ month _____ year.



Exhibit I
Paramedic 2003-2007 Program Plan
Page 6

VI. Progress Report for Prior Year

Identify and describe any changes (improvements and problem areas) that have occurred in the EMS delivery system in your service area in the prior year. If you have problem areas, what procedures or changes have you instituted to alleviate them and what are the results?



Exhibit II – OPERATING BUDGET

ADVANCED LIFE SUPPORT SERVICES

January 1, (year) - December 31, (year)

Provider: _____

I. Personnel Costs:

A. Salaries

		(Indicate % if less than 1 year)	AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUND
	TITLE OF POSITION	ANNUAL SALARY		
	<u>NAME OR GROUP</u>			
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Subtotal _____

B. Benefits

	<u>NAME OR GROUP</u>	<u>% OF SALARY PAID IN BENEFITS</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Subtotal _____



Exhibit II
(year) Operating Budget
Page 2

Personnel Costs (Continued)

C: Relief Pay

AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUNDS
--	---------------------------

Subtotal _____

II. Supplies

A. Office:

B. Medical:

C. Other Paramedic Supplies:

Subtotal _____



Exhibit II
(year) Operating Budget
Page 3

III. Support Services

AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUNDS
--	---------------------------

A. Telephone

Postage

B. Continuing Education

C. Training Costs

D. Other Support Services

Subtotal _____

IV. Equipment

A. Purchase:

1. Medical

2. Office

3. Communication

Subtotal _____



Exhibit II
(year) Operating Budget
Page 4

AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUNDS
--	---------------------------

Equipment (Continued)

B. Maintenance:

1. Anticipated Maintenance Costs
(Non-contract)
2. Maintenance Contract(s)
Specify:

Subtotal _____

V. Other

AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUNDS
--	---------------------------

- A. Management Contract:
- B. Dispatch Fees:
- C. Consultants:
- D. Vehicle Operating and Maintenance Costs:
 1. Maintenance Contract
 2. Estimated Yearly Expenses

Subtotal _____

Exhibit II



(year) Operating Budget
Page 5

V. Other (continued)

AMOUNT REQUESTED FROM KING COUNTY EMS	OTHER PROGRAM FUNDS

E. Insurance:

- 1. Personal Liability
- 2. Malpractice

F. Contingency or Reserve Fund:

G. Other:

Subtotal _____

Total _____

GRAND TOTAL
(Total Program Cost) _____

NOTE:

- 1) Total program cost must match revenue total on Source of Revenue form.
- 2) This budget format does not always permit a detailed breakdown of costs associated with providing paramedic services. Please feel free to attach your operating budget in another format – in addition to completing this form – so that we can consider changes in future years to more accurately reflect costs.

ALS Provider

Date

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

Date



EXHIBIT III

KING COUNTY EMERGENCY MEDICAL SERVICES

Advanced Life Support (Paramedic) Service Standards

Agencies shall comply with the following standards in order to be eligible for advanced life support (paramedic, herein ALS) 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 ALS 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 providing advanced life support (paramedic) services supported directly or indirectly by King County funds must be trained and certified by the University of Washington School of Medicine as a Mobile Intensive Care Paramedic as defined by RCW 18.71, unless approved in writing by the Emergency Medical Services Division Manager and the King County Medical Program Director. All emergency medical services personnel providing pre-hospital care in King County must be authorized to provide such care by the King County Medical Program Director.

Standards for recertification of ALS personnel have been established by the University of Washington School of Medicine Paramedic Training Program with supplemental policies established by the King County Medical Program Director.

All paramedic providers will develop and maintain a background check policy for the hiring of paramedic personnel. All agencies will participate in the reporting requirements of the Uniform Disciplinary Code.

- II. **Continuing Medical Education:** Paramedic personnel will participate in a program of continuing medical education through the University of Washington and approved by King County and the County Medical Program Director, or his/her designee, including maintenance of invasive skills consistent with King County standards. The specific content of the Continuing Medical Education requirement for recertification is contained in the Recertification Requirements, which are attached. The University of Washington has established standards for the Continuing Medical Education of all ALS personnel.
- 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 function under the authority of the King County Medical Program Director or a delegate physician.
 - a. Each agency providing advanced life support pre-hospital services must have a physician designated in writing by the King County Medical Program Director and the Emergency



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

Medical Services Division Manager to provide medical control, including but not limited to:

1. Provide in-service education to paramedic based upon run reviews and other appropriate material;
 2. Ensure compliance with King County advanced life support medical standards for the triage, treatment and transport of patients;
 3. Provide the Emergency Medical Services Division and the King County Medical Program Director with information and documents necessary for paramedic recertification, including invasive skills maintenance records, continuing medical education records and a recommendation to the Medical Program Director regarding the granting or withholding of a recommendation for recertification;
 4. Maintain an effective liaison with emergency room physicians, hospitals and others to assure an effective working relationship with the paramedic program;
 5. Participate in the development and implementation of a quality assurance improvement system coordinated by Harborview Medical Center and King County;
 6. Attend meetings called by the King County Medical Program Director to review and make recommendations regarding medical triage, treatment and transport protocols and procedures;
 7. Participate in King County EMS Quality Assurance and Quality Improvement programs.
- b. **Scope of Practice:** The practice activities of paramedics within the King County system are described by the basic training achieved through the University of Washington School of Medicine Paramedic Training Program and by subsequent modifications directed by the King County Medical Program Director or designee.
- c. **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 10 days from the date the incident occurred. Agencies will be responsible for retention of copies of the reports.
- d. **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 or not, and the mode of transport, will be made with online direct medical control and made with respect to the trauma designation of the receiving facility.



Transport destinations should be consistent with the State Trauma System Activation Guidelines.

- e. **Quality Assurance/Quality Improvement Programs:** Each ALS provider will agree to participate in a Quality Assurance/Quality Improvement program consistent with the standards established by King County EMS and the Harborview Paramedic Training Program. Elements of this program should include: 1) paramedic run review, 2) directed Continuing Medical Education, 3) case discussion and follow up, and 4) documented participation in Quality Improvement activities within the agency.
- f. **Patient Confidentiality:** Information concerning the evaluation and treatment of a patient by ALS 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 and supported by King County funds 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 by King County funds must meet appropriate federal or state standards or county protocols.

V. **First Response Mutual Aid Agreements:** A specific plan for mutual aid with adjacent BLS and ALS providers should be established and available for review by King County EMS.

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 ALS 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, percent of response times greater than or equal to 10, 12, and 14 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 standardized financial reporting measures that will include, but may not be limited to:

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



