Public Health
Seattle & King County

King County Contract No. EMS3331
Federal Taxpayer ID No.

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KING COUNTY CONTRACT FOR EMERGENCY MEDICAL SERVICES

THIS CONTRACT is entered into by KING COUNTY (the "County"), and Vashon Island Fire and Rescue (the "Contractor"), whose address is P.O. Box 1150, Vashon, WA 98070 . The County department overseeing the work to be performed in this Contract is the Seattle-King County Department of Public Health (aka, Public Health - Seattle & King County, "PHSKC").

Contract Summary

PHSKC Division: Emergency Medical Services

Project Title: Basic Life Support Services

Contract Amount: $192,174.00

Contract Start Date: January 1, 2014 **Contract End Date: December 31, 2019**

WHEREAS, the County has been advised that the funding source for this Contract is the EMS Real Property Tax Levy,

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the Annual Budgets of the Contract Period.

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 **Incorporation of Exhibits**

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

A. Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice

B. King County Required Forms

- Exhibit D: Certificate of Insurance and Additional Insured Endorsement

II **Term and Termination**

A This Contract shall commence on January 1, 2014, and shall terminate on December 31, 2019, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B This Contract may be terminated by King County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.

C This Contract may be terminated by the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing King County six (6) months advanced written notice of termination.

C This Contract may be terminated by the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing King County six (6) months advanced written notice of termination.

D The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor 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 II.D. (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

E If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, 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 Contractor 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 is 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.

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.

III <u>Compensation and Method of Payment</u>

A The total contract compensation shall be determined annually by King County. The amount allocated for the first year shall be $192,174.00. Subsequent allocations shall be determined by the County consistent with the following allocation method.

1 As identified in the EMS 2014-2019 Strategic Plan, each paramedic contractor's annual ALS allocation is determined by multiplying the number of operating medic units both by the operating allocation and the equipment allocation. These combined amounts equate to the standard unit allocation and is inflated yearly by a compound inflator. In addition, the County may add to the ALS provider's annual allocation an amount not to exceed the ALS provider's fund balance from the prior year.

2 As identified in the EMS 2014-2019 Strategic Plan, each BLS contractor's annual BLS allocation is determined by adding the proportion of the total increase, 50% based on assessed valuation and 50% based on call volumes, to the previous year's allocation.

B The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:

Upon receipt and approval by the County of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B. The Contractor may bill up to the full amount of the annual allocation at any time during the specified Contract year if it can certify and document that its total expenditures have equaled or exceeded the full amount of the annual contract.

C The Contractor shall submit an invoice, and all accompanying reports if applicable, as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Contractor upon receipt of approved invoice, and the Contractor will be exempt from the County's net 30 day reimbursement policy.

D The Contractor shall submit its final invoice and all outstanding reports within 60 days of the date this Contract terminates and their Year End Report within 90 days. If the Contractor'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 Contractor of the amounts set forth in said invoice or any subsequent invoice.

E When a budget is attached hereto as an exhibit, the Contractor must apply the funds received from the County under this Contract in accordance with said budget. The contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

F If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1 The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2 Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3 Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.

4 Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted government accounting standards (GAGAS).

V Debarment and Suspension Certification

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI Maintenance of Records/Evaluations and Inspections

A The Contractor 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 In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:

1 Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2 Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any mutually agreeable time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request.

Except as provided in Section VII of this Contract, the records listed in A and B above 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 Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

D The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor'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 42.56.

E The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitue a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

VIII Audits

A If the Contractor or its Subcontractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed. In addition, Contractor shall notify the County in writing for any findings of 'material weakness'.

B If the Contractor subcontracts with a for-profit or non-profit, in an amount excess of $100,000 in funds during its fiscal year from the County, the Contractor shall provide the Subcontractor's fiscal year financial year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Subontractor's fiscal year.

C Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor, and any subcontractor, and the Contractor and subcontractor will be required to comply with any such requirements.

IX **Corrective Action**

Failure to comply with the standards adopted by King County pursuant to Chapter 2.16.080 of the King County Code or by the King County Medical Program Director (MPD) pursuant to Chapter 18.73 RCW shall be sufficient grounds for notification, remediation, and possible termination of funding. If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 Contractor in writing of the nature of the breach;

The Contractor 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 thirty (30) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor'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 II.C.;

D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI **Hold Harmless and Indemnification**

A In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor 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 Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B The Contractor 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 Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C The Contractor shall defend, indemnify, and hold 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 Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract 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 Contractor.

D The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor 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.

E Claims shall include, but not be limited to, assertions that use or transfer of software, books, 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.

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

G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII **Insurance Requirements**

A By the date of execution of this Contract, the Contractor 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 Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII **Assignment/Subcontracting**

A The Contractor 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 Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

B "Subcontract" shall mean any agreement between the Contractor 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.

C The Contractor shall include Sections III.D, III.E., IV, V, VI, VII, VIII, XI, XII, XIV, XV, XVI, XVII, XVIII, XXV, XXVI and XXVII, in every subcontract that relates to the subject matter of this Contract.

D The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King 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 act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV **Nondiscrimination and Equal Employment Opportunity**

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and certify compliance.

XV **Conflict of Interest**

A The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI **Equipment Purchase, Maintenance, and Ownership**

A The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a

Contract budget item, shall be treated as a capital asset, including tagging. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

The Contractor will develop an equipment asset plan showing the use of the equipment allocation and submit the plan to the EMS Division with the Year-end Report. The plan will provide an accounting for all equipment allocation funds, all equipment related reserve funds and any other funds provided by King County related to the equipment plan, include balance information on each agency's internal reserve fund, accounting for annual contributions and expenses, surplus value and revenue received from surplusing equipment, and asset liability information. Funds from the sale equipement must be used to provide services or purchase equipment under this Contract or returned to the King County EMS Fund. Any unused funds from the equipment allocation must be reported and returned to the King County EMS Fund.

B In the event Contractor no longer provides services under a contract with the County, equipment and the equipment allocation funds/reserves are to be returned to the King County EMS Fund or transferred to a new Contractor, as determined by the County.

XVII **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 party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, 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 products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII **Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX **King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX **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.

XXI **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 or 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.

XXII **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.

XXIII **Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one 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.

XXIV **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, 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.

XXV **Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI **No Third Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII **Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

FOR

King County Executive

Date

Contractor Name

Signature

HENRY L LIPE III FIRE CHIEF

NAME (Please type or print)

12/20/2013

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Exhibit A, SCOPE OF WORK

KING COUNTY EMERGENCY MEDICAL SERVICES (EMS)

Basic Life Support (BLS) Services

A. The Contractor shall provide Basic Life Support (BLS) services within their geographic boundaries consistent with the following requirements, and in other geographic areas consistent with any mutual aid agreement.

B. BLS services shall comply with the requirements adopted by King County pursuant to Chapter 2.16.080 of the King County Code or by the King County Medical Program Director (MPD) pursuant to Chapter 18.73 RCW and shall be consistent with the scope of work, EMS Strategic Plan, and EMS Policies.

C. Service Requirements: The Contractor shall ensure that BLS services provided under this Contract are consistent with the following requirements:

I. Personnel: All emergency medical services personnel providing basic life support services supported by King County funds must be certified as Emergency Medical Technicians (EMTs) as defined by RCW 18.73. Basic EMT training will be overseen by the EMS Division and in accordance with Washington state regulations.

II. Continuing Medical Education: EMTs will remain certified as required by WAC 246-976. Continuing Education and proficiency standards will be set by the EMS Division and the King County MPD. The Contractor must report completion of education and skill proficiency updates to the EMS Division annually.

III. Medical Standards: The Contractor 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. Standards of medical care are delineated in the EMS Division training curriculum approved by the Washington State Department of Health, "Patient Care Guidelines for Basic Life Support."

a. Scope of Practice: Evaluation and treatment activities by EMTs from 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 King County MPD and any revisions shall be incorporated into this requirement.

b. 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.

c. Equipment:

1. 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.

Medical equipment used by personnel must meet appropriate federal or state standards or county protocols.

d. Transportation Policy: The Contractor is responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. 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.

e. Record Keeping and Record Submission: Patient care records must be completed as accurately and thoroughly as possible following an incident. Completed reports must be submitted to the EMS Division within 7 days from the date of incident. In the case of cardiac arrest events (or other events, such as research protocols, or as defined by the MPD), notification must be provided to the EMS Division within 24 hours and completed records within 3 days of the event. Agencies are responsible for retention of the patient care record per Washington state records retention requirements.

f. Service Modifications: Review and modifications of BLS requirements may be conducted on a regular basis. BLS services shall be consistent with any modifications to protocols or procedures as defined by the King County Medical Program Director.

IV. Mutual Aid Agreements: A specific plan for mutual aid with adjacent BLS and ALS agencies shall be established and available for review by the EMS Division by December 31, 2014.

V. Joint EMS Agency Activities: The Contractor may conduct joint non-response related activities, such as trainings or drills, with King County Medic One.

VI. Quality Improvement Program: The Contractor agrees to actively participate in an ongoing program of Quality Improvement consistent with the regional standards established by the King County MPD and the EMS Division. Elements of the program should include: 1) EMT assessment and oversight, 2) sentinel event and

inquiry, 3) BLS patient care record review, and 4) EMT certification and recertification maintenance and oversight. The Contractor must have a written Quality Improvement Plan that specifies the BLS agency's internal quality review activities and should be available for review by the EMS Division by December 31, 2014.

VII. Performance Measurement and Review: The Contractor agrees to participate in an ongoing program of regional performance measurement and review. Performance indicators will be reported by the EMS Division on an annual basis and updated as needed. Standards for each agency will be monitored in the following major areas: total call volume and average unit response time. Mitigation activities will be initiated with agencies if needed.

VIII. Proposed Research and Evaluation Activities: Contractor shall request and receive prior review and written approval from the King County MPD and the King County EMS Division Director for any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds. All such clinical research and evaluation must be in compliance with State, County and local regulations and laws.

IX. Financial Management and Oversight: Contractor shall provide annual budget information on a form provided by the EMS Division.

X. Emergency Medical Technician (EMT) Training Program: Contractor employees, at the EMS Division's sole discretion, may participate in the EMS Division's EMT Training Program (Program) to include the following elements:

a. The EMS Division will provide a letter to the Contractor indicating which employee(s), if any, have been selected to participate in the Program. The Contractor must sign and return the letter prior to the commencement of the Program in order for its employee to participate.

b. Specific Learning Objectives: To provide training and information on basic State and National Requirements for Emergency Medical Technicians and to provide clinical observation of acutely ill patients in an emergency room setting. Students will have the opportunity to observe patients history and exams, treatments and perform vital signs if applicable.

c. Clinical Observation: The Program includes a 10-hour clinical rotation at Harborview Medical Center whereby the Contractor employee's primary duty will be to observe, however they may be called upon to perform the following activities: Take vital signs, blood pressure, pulse, respiratory rates, temperatures and other duties as assigned by clinical staff.

d. Ride along: Observe patient care and treatment on a Fire Department Aid car. Main objective is to observe EMT patient interaction, physical exam, report writing and hospital staff interaction.

e. The Contractor and the EMS Division will instruct their respective staff and employees participating in the Program, to maintain confidentiality of patient information as required by law and by the policies and procedures of the Contractor and the EMS Division.

Contract EMS3331 Exhibit B, Budget

EMEGENCY MEDICAL SERVICES FUNDS
2014 PROPOSED BUDGET - BASIC LIFE SUPPORT (BLS) SERVICES

Agency Name: King County Fire District #13

Contact Person: Barbara Huff Title: Consultant - CPA Firm

Address: PO Box 1150, Vashon, WA 98070 Phone: 206-463-2405

BLS ALLOCATION BUDGET FOR 2014	Amount Requested
Salaries & Benefits:	
EMT salaries	$167,174
Other Salaries	
Overtime	$25,000
Employee Benefits	
Subtotal Employee Salaries & Benefits:	$192,174
Other Costs:	
Medical Supplies & Equipment	
Office & Computer Supplies & Equipment	
Uniforms, Fire & Safety Supplies	
Dispatch	
Communications	
Vehicle Maintenance	
Facility Costs	
Training	
Misc.	
Subtotal Other Costs:	$0
Subtotal Capital Costs:	
Subtotal Reserves (saved or used):	
TOTAL:	$192,174

ESTIMATED TOTAL BLS ALLOCATION FOR 2014	$	192,174.00
ESTIMATED TOTAL ALS ALLOCATION FOR 2014	$	2,072,571.00
ESTIMATED TOTAL FIRE DEPARTMENT BUDGET FOR 2014	$	4,779,360.00
ESTIMATED TOTAL REVENUES FOR 2014		
BLS Levy Funds:	$	192,174.00
ALS Levy Funds:	$	2,072,571.00
City or District Funds:		
User Fees:		
Other (Grants, Donations, etc)	$	2,514,615.00
Total Revenues:	$	4,779,360.00

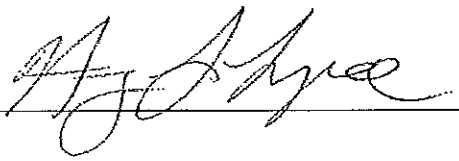
SIGNATURE:  ***DATE:*** 10/22/13

EXHIBIT C

EMERGENCY MEDICAL SERVICES FUND
2014 - BASIC LIFE SUPPORT SERVICES INVOICE

Agency Name: _____ Invoice Period: _____

Address: _____

INVOICE/PROGRESS REPORT

	Total 2014 Budget	Invoice Amount Previous	Total	Expenses To Date	Budget Remaining
OPERATIONAL FUNDS					
Salaries & Benefits:					
EMT Salaries				$ -	$ -
Other Salaries				$ -	$ -
Overtime				$ -	$ -
Employee Benefits				$ -	$ -
Subtotal Salaries:	$ -	$ -	$ -	$ -	$ -
Subtotal Employee Benefits:					$ -
Subtotal Employee Salaries & Benefits:	$ -	$ -	$ -	$ -	$ -
Other Costs:					
Medical Supplies & Equipment				$ -	$ -
Office & Computer Supplies & Equipment				$ -	$ -
Uniforms, Fire & Safety Supplies				$ -	$ -
Dispatch					$ -
Communications				$ -	$ -
Vehicle Maintenance				$ -	$ -
Facility Costs				$ -	$ -
Training				$ -	$ -
Misc.				$ -	$ -
Subtotal Other Costs:	$ -	$ -	$ -	$ -	$ -
TOTAL 2014 BLS:	$ -	$ -	$ -	$ -	$ -

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.

Provider Signature _____ Title _____ Date _____

For Health Department Use Only

PO#	Invoice Date	Invoice #	Amount to Be Paid	Req #	Receipt #
CPA#	**Expenditure**	**Project**	**Cost Center**	**Task**	**Award**