

Public Health  Seattle & King County		COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT		PHSKC Agreement # 5112 EMS	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME King County Fire District #4 dba Shoreline Fire Department			RECIPIENT FEDERAL TAX ID # 916007732		
RECIPIENT ADDRESS 17525 Aurora Ave N, Shoreline, WA 98133			RECIPIENT CONTACT & EMAIL ADDRESS John Nankervis; JNankervis@shorelinefire.com		
PHSKC DIVISION EMS		PROJECT TITLE Advanced Life Support Services			
AGREEMENT START DATE Jan 01 2020		AGREEMENT END DATE Dec 31 2025		AGREEMENT MAXIMUM AMOUNT \$8,542,290.00	
FUNDING DETAILS					
<u>Funding Source</u> EMS Levy		<u>PHSKC Contract #</u>		<u>Amount</u> \$8,542,290.00	
<u>Effective Dates</u> Jan 01 2020 TO Dec 31 2025					
FUNDING SUMMARY FEDERAL: \$0.00		COUNTY: \$8,542,290.00		STATE: \$0.00	
OTHER: \$0.00					
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A – Scope of Work Exhibit A1 – 2020 Requirements for UW Paramedic Certification and Recertification Exhibit B – 2020 ALS Allocation Exhibit C - Invoice					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE DocuSigned by:  <small>8F11A687A607498...</small>		PRINTED NAME AND TITLE John Nankervis Deputy Chief		DATE SIGNED 2/22/2020	
PHSKC SIGNATURE DS 		PRINTED NAME AND TITLE Michael Gedeon Chief Admin Officer		DATE SIGNED 2/23/2020	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. This Contract may be terminated by the Recipient without cause, in whole or in part, prior to the date specified on page 1, by providing King County six (6) months advanced written notice of termination.
- D. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient 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 Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient 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 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

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

- F. County funds must supplement, not replace (supplant) non-county funds. Recipient must ensure that County funds do not supplant funds that have been budgeted for the same purpose through non-County sources. Recipient may be required to demonstrate and document that a reduction in non-County resources occurred for reasons other than the receipt of expected receipt of County funds.
- G. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The total contract compensation shall be determined annually by King County. The amount allocated for the first year shall be \$8,542,290.00. Subsequent allocations shall be determined by the County

consistent with the following allocation method in the form of a letter signed by the Public Health Director or designee.

1. As identified in the EMS 2020-2025 Strategic Plan, each paramedic contractor's annual ALS allocation is determined by multiplying the number of operating medic units by the unit, program/supervisory, equipment, and system allocations. While the system allocation budget is calculated on an allocation basis, expenses related to this category are invoiced at actual costs. These combined amounts equate to the standard unit allocation and is inflated yearly per formulas in the EMS/Medic One Strategic Plan. Funds from the unit and program/supervisory allocation can be set aside for future use in the agency's provider/program balance. In addition, the County may add to the ALS provider/program's annual allocation an amount not to exceed the ALS agency's provider's program/fund balance from the prior year.
 2. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit. Equipment allocation can be invoiced after updated multi-year equipment plan, including all expenses from the previous year is received.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits or agreed upon alternatives not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 60 days of the date this Agreement terminates. If the Recipient'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 Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components and allocations. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories within an allocation is expected to exceed 10% of the Agreement allocation amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Transfers between unit and program/supervisory allocation budgets of 10% or less may be proposed and reviewed in a regional process and pre-approved separately by EMS Division Director and need not be incorporated by written amendment.
- E. If travel costs are contained in the attached budget, reimbursement of Recipient 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 Recipient does not request government rates, the Recipient 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 Recipient 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. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

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

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient 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 Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient 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 Agreement; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, 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.
- D. Medical records shall be maintained and preserved by the Recipient 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 Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement 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.

- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

7. Audits

- A. If the Recipient 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.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient 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 Recipient in writing of the nature of the breach;
The Recipient 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 Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient'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 Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient 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 1., Subsections B, C, D, and E.

9. Dispute Resolution

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

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose.

The Recipient 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 Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient 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 Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient 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 Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient 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 Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. 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 Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, 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 its performance or non-performance of its obligations under this Agreement. In the event the Recipient 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, 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.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, 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 Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at

<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee 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 sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

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

During performance of the Agreement, the Recipient 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 Recipient 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>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient 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 Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient 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 Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during

County employment. Recipient 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 Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. 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.
- B. 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 surplus equipment, and asset liability information. Funds from the sale of equipment 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. The equipment allocation can be used for all equipment costs, including those classified as operating by an agency, that have a lifespan of more than one year.
- C. 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.

16. Proprietary Rights

The parties to this Agreement 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 Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

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

17. Political Activity Prohibited

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

18. King County Recycled Product Procurement Policy

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

19. Future Support

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

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement 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 Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement 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 Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement 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 Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee 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 Agreement, 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 Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement 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.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

KING COUNTY EMERGENCY MEDICAL SERVICES (EMS)

Exhibit A: Scope of Work Advanced Life Support (ALS) Service

- A. The Contractor shall provide Advanced Life Support (ALS) Services within their geographic boundaries consistent with the following requirements, and in other geographic areas consistent with any mutual aid agreement.
- B. ALS 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 scope of Work, EMS Strategic Plan, and EMS Policies.
- C. Service Requirements: The contractor shall ensure that ALS services provided under this Contract are consistent with the following:
 - I. Personnel:
 - a. All emergency medical services personnel providing advanced life support (paramedic) services supported by King County funds must be trained and certified by the University of Washington/Harborview Medical Center (UW/HMC) Paramedic Training Program as authorized By RCW 18.71.200, unless approved in writing by the EMS Division Director and the King County MPD. All emergency medical services personnel providing pre-hospital care in King County must be authorized to provide such care by the King County MPD. Standard staffing configuration is two Harborview trained paramedics.
 - b. The Contractor will develop and maintain a background check policy for the hiring of paramedic personnel. The Contractor will participate in the reporting requirements of the Uniform Disciplinary Act (RCW 18.130).
 - c. The specific content for certification and recertification, including maintenance of invasive skills consistent with King County requirements, is contained in the attached Requirements for University of Washington/Harborview Medical Center Paramedic Certification and

Recertification, as approved by the King County Medical Program Director. Updates to these requirements will be discussed with ALS agencies and provided to each agency/ contractor. Contractor shall comply with these requirements as updated during the contract period. The EMS Division shall provide the Contractor with written notice of revised requirements.

- II. Continuing Medical Education: Paramedic personnel will participate in a program of continuing medical education as established by the UW/HMC Paramedic Training Program and approved by the King County MPD, or his/her designee.

- 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, and function under the authority of the King County MPD or a delegate physician.
 - a. Medical Program Director: The Contractor must have a physician - designated in writing by the King County MPD and the EMS Division Director - to provide medical control. Oversight will include but is not limited to:
 - 1. Providing in-service education to paramedics based on run reviews and other appropriate material;
 - 2. Ensuring compliance with King County advanced life support medical standards for the triage, treatment and transport of patients;
 - 3. Providing the EMS Division and the King County MPD with information and documents necessary for paramedic recertification, including invasive skills maintenance records, continuing medical education records and a recommendation to the King County MPD regarding the granting or withholding of a recommendation for recertification;
 - 4. Maintaining an effective liaison with emergency room physicians, hospitals and other EMS partners to assure an effective working relationship with the paramedic program;

5. Attending meetings called by the King County MPD to review and make recommendations regarding medical triage, treatment and transport protocols and procedures;
 6. Participating in an ongoing system of regional quality improvement coordinated by UW/HMC Paramedic Training Program, the King County MPD and the EMS Division;
 7. Creating a staffing plan for paramedics and supervisors at the beginning of the levy period and update when significant changes are made or updates are requested by EMS Division.
- b. Scope of Practice: Paramedic practices within the King County system are described by the basic training achieved through the UW/HMC Center Paramedic Training Program and by subsequent modifications directed by the King County MPD or designee.
- c. 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.
- d. Equipment:
1. 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.
 2. Medical equipment used by personnel supported by King County funds must meet appropriate federal or state standards or county protocols.

- e. Transportation Policy: The Contractor 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 and mitigating circumstances. The decision for ALS to transport or not, and the mode of transport, may ~~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 Washington state Trauma System Activation Guidelines.
 - f. Record Keeping and Record Submission: An Electronic Health Record (EHR) must be created to document a response to an emergency medical incident. A patient care record must be completed as accurately and thoroughly as possible, and must be submitted to the EMS Division 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 the time specified (i.e., 2 days of the event in 2020) by the medical program director. Agencies are responsible for retention of the patient care record per Washington state records retention requirements.
 - g. Service Modifications: Review and modifications of ALS requirements may be conducted on a regular basis. ALS services shall be consistent with any modifications to protocols or procedures as adopted by the King County Medical Program Director.
- IV. Mutual Aid Agreements: Contractor shall have in place a specific plan for mutual aid with adjacent BLS and ALS agencies should be established and available for review by the EMS Division by December 31, 2020. The Contractor is responsible for coordinating with the EMS Division regarding compliance to response outside of King County.
- 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 UW/HMC Paramedic Training Program, the King County MPD, and the EMS Division. Elements of the program should include:

- 1) paramedic assessment and oversight,
- 2) sentinel event and inquiry,
- 3) ALS patient care record review; and
- 4) paramedic certification and recertification maintenance and oversight.

The Contractor must have a written Quality Improvement Plan that specifies the Contractor's internal quality review activities and should be available for review by the EMS Division by December 31, 2020.

- 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 the Contractor will be monitored in the following major areas: total call volume, average unit response time, percent of response times greater than or equal to 8, 10, 12, and 14 minutes, and critical skills. Mitigation activities, including assessment of medic unit placement, will be initiated with the Contractor if needed.
- VIII. 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 King County MPD and the EMS Division Director and must be in compliance with State, County and local regulations and laws.
- IX. Financial Management and Oversight: The Contractor agrees to ensure the provision of ALS services within the allocations, to be monitored via:
- a. Tracking of unit costs providing direct paramedic services, including salaries and benefits, medical supplies, pharmaceuticals, vehicle and facility costs and other costs associated with direct paramedic services not included in the system allocation..
 - b. Tracking of program/supervisory allocation including costs related to the management and supervision of direct paramedic services such as

- the management, administration, supervision, and analysis (including quality improvement) of direct paramedic services.
- c. Developing, reporting, and tracking system costs that include expenses that vary significantly between agencies including dispatch, medical direction, and costs associated with paramedic students as listed in the Medic One/Emergency Medical Services 2020-2025 Strategic Plan.
 - d. Development and management of an equipment plan that tracks expenditures and projects costs of replacing equipment covered by the equipment allocation.
 - e. Participating in standard way of categorizing costs for reporting ALS expenditures by allocation.

The Contractor will provide the following deliverables to the EMS Division as appropriate:

1. Year End Report: The Contractor will submit its Year End Report no later than March 31 of each year.
2. Year End Accrual Estimate: The Contractor shall submit a Year End Accrual Estimate to meet Public Health - Seattle & King County year-end deadlines.
3. Equipment Asset Plan: The Contractor will work with the EMS Division to develop an Equipment Plan per the EMS Strategic Plan. The Contractor shall develop and submit an annual King County-approved Equipment Asset Plan including documentation of the previous year's actual expenses prior to invoicing the current year's Equipment Allocation. Invoiced equipment allocation will be used for current expenditures or placed into an internal reserve account/fund set up for ALS equipment. Each year the plan will be updated to match the balance in Contractor's fund or balance sheet account. Significant changes in planned expenditures not included in the Contractor's submitted Equipment Asset Plan shall be approved by EMS Division prior to purchase of equipment. The Contractor will participate in discussions and analysis related to equipment and assumed lifespans included in the Equipment Allocation.

4. Program Balance Report: Each year, the EMS Division will provide the Contractor with a report showing their current program balances. The Contractor will provide the EMS Division with a plan for use of their program balances within 90 days of receiving the report.

5. Invoice Methodologies: The Contractor will provide the EMS Division with documentation of their methodologies used to segregate ALS and BLS expenditures within their agency including assignments of paramedics and MSOs to ALS and BLS and indirect/overhead costs activities prior to invoicing by March 31, 2020. Changes and updated documentation will be submitted prior to the invoice that includes the updated methodologies. The Contractor will have procedures in place to ensure that BLS costs are not included on ALS invoices, and will provide updates related to significant changes in methodology.

KING COUNTY EMERGENCY MEDICAL SERVICES (EMS)

Exhibit A1: Advanced Life Support (ALS) Service 2020 Requirements for University of Washington Paramedic Certification and Recertification

This document outlines the requirements for certification and the requirements to maintain that certification. In all respects, these requirements will meet or exceed Washington State requirements as outlined in Chapter 246-976 WAC.

I. Certification as a physician trained mobile intensive care paramedic.

Initial certification as a physician trained mobile intensive care paramedic will be recommended by UW/HMC to the state for certification to persons who successfully complete the following requirements:

1. An application for certification submitted by a sponsoring provider agency to include:
 - a) Proof of a valid driver's license
 - b) Proof of current immunizations
 - c) Proof of current EMT certification
 - d) Proof of affiliation with sponsoring provider agency
 - e) Proof of current Washington State Patrol Background check
2. Completion of the nationally accredited course work and testing from University of Washington School of Medicine/Harborview Medical Center Paramedic Training Program (hereafter referred to as UW/HMC)
3. National Registry Paramedic Certification
4. Recommendation from the UW/HMC Paramedic Training Program to the State of Washington for certification

II. Recertification as a physician's trained mobile intensive care paramedic

Recertification is required every two years for Seattle/King County state certified Paramedics (recertification "year" shall be 1 July through 30 June). Paramedics must successfully complete the following requirements:

1. An application for recertification submitted by a sponsoring provider agency to include:
 - a. Satisfactory documentation of Continuing Medical Education (CME) requirements
 - b. Satisfactory documentation of minimum skills requirements
 - c. Recommendation of the provider agency Medical Program Director (MPD)
 - d. Current Healthcare Provider Card (HPC) or equivalent training
 - e. Current Advance Cardiac Life Support (ACLS) Card or equivalent training
 - f. Current Pediatric Advanced Life Support (PALS) Card or Pediatric Education for Pre-hospital Professionals (PEPP) or equivalency
2. Successful completion of the biennial examination tendered by UW/HMC

III. COMPONENTS OF RECERTIFICATION

1. Application for Recertification: The employer of each expiring paramedic will submit a completed application form on his/her behalf. Forms will be provided by UW/HMC and must be submitted no later than the third Thursday of June, in order to be processed before the expiration (30 June) of their current **certification**.
2. Continuing Medical Education (CME): A minimum of 50 hours each year of approved CME, as outlined below, is required for recertification. An additional 2 hours each year must be training in infectious disease prevention to meet chapter 70.24 RCW and will be provided by the employer (as per WAC 246-976-085).

CME hours currently approved by MPD

- Physical attendance at HMC Tuesday Series (9 hours/year is a minimum requirement).
- Current academic year HMC Tuesday Series tapes or EMS Online of unattended Tuesday Series Lectures may be viewed for credit (a maximum of 18 hours) and notes/passing test score submitted to MPD or their delegate.
- Current CME offered by King County Emergency Medical Services.

- Physical attendance at scheduled Paramedic Training Core Curriculum classes at HMC
 - Pre-approved formal lectures or instruction related to health care and classes taught by hospital physicians and documented with notes reviewed by MPD or their delegate.
 - 2 hours per year must be devoted to pediatric medical education.
 - Formal CPR, ACLS, HTLS, ATLS, PALS, PEPP, EMSC Instructors/Training Courses.
 - Pre-approved Nation or Regional EMS seminars, with certification of attendance.
 - Teaching of emergency care subjects to EMS personnel, if it serves to maintain or improve paramedic skills (must be pre-approved, with a maximum of 20 hours/year).
 - Medical Director run reviews and approved training sessions.
3. Skills Maintenance: The following skills procedures must be performed annually:
- Minimum of 36 peripheral IV catheter insertions
 - Minimum of 12 intubations (10 of which must be performed on humans)
4. Practical Skills Evaluation: Demonstration of proficiency will be witnessed and documented as satisfactory by the MPD or their delegate.
- **Placement of an interosseous line.**
 - Rapid Sequence Intubation on a mannequin.
 - Management of the Pediatric Airway
 - Participation in Surgical Airway Lab sponsored by UW/HMC
5. Recertification Examination: This examination will be developed, conducted and scored by the UW/HMC. The examination dates will be announced to coordinate with the first Tuesday Series in May. If for any reason a recertifying paramedic is unavailable for the announced dates, due to extenuating circumstances, a request for special arrangements must be submitted in writing to UW/HMC two weeks before the announced dates of the test.
6. Recertification Statement: As per RCW 18.130 or the Uniform Disciplinary Act, each paramedic requesting recertification from UW/HMC will be asked to complete the

Washington State Personal Information Form Part "D"
provided by the Department of Health, Licensing and
Certification Section.

7. MPD Recommendation: Upon completion of all recertification criteria the MPD shall authorize submission of the application for recertification by signature. Applications will be reviewed and validated or returned for corrections by UW/HMC. Cards will be issued for all validated applicants by UW/HMC.

8. Record Keeping
Each employer is required to maintain files on member's CME hours and other recertification requirements. Files shall be maintained in yearly blocks that coincide with the recertification cycle, and will be made available for review by a representative of UW/HMC. However, it is the paramedic's responsibility to submit this information in a timely manner so that the files are up to date. The paramedic is responsible for accomplishing the recertification requirements before the deadline in June. All classes, lectures and seminars outside the University system must be pre-approved by the MPD or delegate to validate their use for their CME hours.

Exhibit B: 2020 ALS Allocation

Unit Allocations	FINAL 2016	FINAL 2017	Final 2018	Final 2019	Final 2020	% Change
ALS Unit Cost	\$2,132,476	\$2,315,625	\$2,403,390	\$2,514,124	\$2,022,361	
ALS Program/Supv					\$509,824	
ALS System Allocation*					\$216,995	
ALS Equipment Cost	\$90,581	\$90,825	\$91,552	\$93,337	\$98,250	
Total Unit Allocation	\$2,223,057	\$2,406,450	\$2,494,942	\$2,607,461	\$2,847,430	9.2%

	Bellevue Fire Department	King County Medic One	Redmond Fire Department	Shoreline Fire Department	Skykomish/ FD 50 area	Total
Total w/o Reserves	11,389,720	25,626,870	8,542,290	8,542,290	389,797	54,490,967
Units	4.0	9.0	3.0	3.0		19.0
ALS Unit Cost	8,089,444	18,201,249	6,067,083	6,067,083	389,797	38,814,656
ALS Program/Supv	2,039,296	4,588,416	1,529,472	1,529,472	-	9,686,656
ALS System Allocation*	867,980	1,952,955	650,985	650,985		4,122,905
ALS Equipment	393,000	884,250	294,750	294,750		1,866,750
Other						-
TOTAL w/Reserves	11,389,720	25,626,870	8,542,290	8,542,290	389,797	54,490,967

*System funding budgeted as allocation and includes funds for reimburseable costs (primarily dispatch, medical direction, paramedic students & recruitment).

	<u>Budget</u>	<u>This Invoice</u>	<u>Previous Totals</u>	<u>Expenses To Date</u>	<u>Budget Remaining</u>	<u>% Remaining</u>
Other Costs:						
Administrative Expenses				\$ -	\$ -	
Information Technology/Computers				\$ -	\$ -	
Uniforms, Fire & Safety Supplies & Services				\$ -	\$ -	
Vehicle Costs (as appropriate)				\$ -	\$ -	
Facility Costs (headquarters)				\$ -	\$ -	
Training				\$ -	\$ -	
Misc.				\$ -	\$ -	
Subtotal Other Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	
Indirect/Overhead Costs:(1)				\$ -	\$ -	
Subtotal Indirect/Overhead Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL PROGRAM/SUPERVISORY ALLOCATION:	\$ -	\$ -	\$ -	\$ -	\$ -	
SYSTEM ALLOCATION						
Paramedic Students (salary, OT, Benefits)				\$ -	\$ -	
Paramedic Student Recruitment				\$ -	\$ -	
Medical Direction (salary or contract)				\$ -	\$ -	
Dispatch				\$ -	\$ -	
Indirect/Overhead (1)				\$ -	\$ -	
Other (as approved)				\$ -	\$ -	
SUBTOTAL SYSTEM ALLOCATION:	\$ -	\$ -	\$ -	\$ -	\$ -	
Use of approved contingency, reserves or program balances:						
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
SUBTOTAL CONTINGENCY/ RESERVES:	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL OPERATIONAL:	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment ALLOCATION*						
TOTAL Equipment ALLOCATION:	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL 2020 ALS:	\$ -	\$ -	\$ -	\$ -	\$ -	

Provider Signature _____

Title _____

Date _____

Comments: (please comment on issues and address labor lines that are at a 10% variance and other items at a 20% variance with % of year completed):

Agencies will submit asset management plan showing use of funds and reserve levels sufficient for replacements prior to invoicing equipment.

(1) Agencies to submit indirect plan by 3/31/2020 and submit updated plans prior to invoices using indirect/overhead distribution.

(2) Agencies to submit System Allocation plans by _____.