

**AGREEMENT FOR AMBULANCE SERVICES**  
**Contract No. Z1AMB2024**

**THIS AGREEMENT FOR AMBULANCE SERVICES** (“Agreement”), effective \_\_\_\_\_, is entered into by and between Tri-Med Ambulance, LLC, a Washington limited liability company (“Provider”), and the City, fire district, or joint fire operation of the State of Washington set forth on the signature page (the “Department”). The Department and the Provider shall be collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, in addition to other fire-related services, the Department is authorized to provide emergency medical transport and emergency medical services (collectively, “Emergency Medical Services”) to citizens within or passing through its jurisdiction, and outside its jurisdiction pursuant to mutual or automatic aid agreements with other governmental agencies; and

**WHEREAS**, the Department, is authorized by law to enter into contracts and agreements affecting the affairs of the Department; and

**WHEREAS**, the Department issued a Request for Proposals On Behalf of Participating Zone 1 Agencies, dated May 8, 2024 (“the RFP”); and

**WHEREAS**, Provider is in the business of providing medical transportation services including but not limited to Basic Life Support (“BLS”) ambulance services, and is ready, willing and able to supply BLS ambulance services in coordination with the Department's First Responder Emergency Medical Services to the Department, according to its proposal submitted in response to the RFP (“the Proposal”);

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and Provider’s Proposal, the Parties covenant and agree as follows.

**1. SERVICES BY PROVIDER**

The Provider shall provide BLS ambulance services within the Service Area identified in Exhibit A, attached hereto and made a part hereof by this reference, in accordance with this Agreement and the Proposal. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

**2. RESPONSE TIME COMPLIANCE/LIQUIDATED DAMAGES**

Provider shall respond to all calls in accordance with the response time criteria set forth on Exhibit B, attached hereto and made a part hereof by this reference. Provider’s response time performance will be monitored by the Department and failure to meet the response time criteria shall result in the imposition of penalties as outlined within this Agreement.

**3. BILLING AND RATES**

The Provider shall bill patients for services rendered in accordance with the rates stated in the Proposal. The rates for the services provided pursuant to this Agreement may be increased, on an annual basis on the anniversary of the Effective Date, by a percentage equal to the percentage increase in the Medical CPI during the most recent 12-month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for All Urban Consumers (CPI-U) or the most comparable successor index if such index is discontinued.

Provider shall pay to Department a monthly fee of \$ 7,500.00, to be paid by the 10<sup>th</sup> day of every month, to cover the costs of administering this Agreement. Such costs include, but are not limited to, the costs associated with monitoring Provider's compliance with this Agreement, data analysis for the partner agencies, and relationship collaboration for the services provided. This payment shall be annually adjusted, using the Consumer Price Index (CPI) in the Seattle-Tacoma-Bremerton area for the most recent 12-month period for which published figures are available from the U.S. Department of Labor, beginning on January 1 of the applicable calendar year. Such payment shall be made to the lead agency for administration of this Agreement, King County Fire District No. 27, Fall City (hereinafter referred to as "Lead Agency.")

#### **4. LEGAL COMPLIANCE AND LEGISLATIVE LIMITATIONS**

In performing the terms of this Agreement, the Parties shall fully comply with all applicable Federal, State and local laws, ordinances, resolutions, operating procedures, and protocols, including the Federal Anti-kickback Statute. In addition to the foregoing, the Provider shall provide evidence on a periodic basis, at least annually, that the Provider is licensed in the State of Washington to provide all of the services required by this Agreement.

#### **5. INDEPENDENT CONTRACTOR**

A. The Provider and the Department understand and expressly agree that the Provider is an independent contractor in the performance of each and every part of this Agreement. The Provider expressly represents, warrants, and agrees that the Provider's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Provider shall make no claim of Department employment, nor shall the Provider claim any related employment benefits, social security, and/or retirement benefits.

B. The Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law.

C. The Department may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Provider performs hereunder if Provider is given the first right of refusal, or if another agency is specifically requested by the patient.

D. Prior to performing any services under this Agreement, the Provider shall obtain any applicable business licenses necessary under the codes of the members of the Department.

## **6. TERM AND TERMINATION OF AGREEMENT**

A. This Agreement shall become effective for a period of three (3) years, nine (9) months commencing on November 1, 2024 and shall continue in full force and effect until June 30, 2028, unless sooner terminated as provided below. Upon mutual agreement, the Department and the Contractor may extend the term of this Agreement for an additional two (2) years, on no more than two (2) occasions, for an overall total of four (4) years.

B. Either party may terminate this Agreement by providing advance written notice to the other party of that party's intent to terminate. The Department shall provide ninety (90) day notice to Provider of intent to terminate. Provider shall provide one-hundred eighty (180) day notice to the Department of intent to terminate. A breach of the terms of this Agreement need not occur to terminate under this section. If this Agreement is terminated, the Department has the right to offer the remainder of the existing Agreement and its extensions to an existing provider within the Department's service area for right of first refusal. In the event that the Provider chooses to exercise its right to terminate under this section, it shall pay to the Department a penalty of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), to offset the Department's costs in procuring a new contractor.

C. Breach and Provisions for Early Termination. Conditions and circumstances that constitute a material breach of this Agreement by Provider include, but are not limited to the following:

1. Failure of Provider to perform in accordance with any of the provisions of this Agreement;
2. Failure of Provider to operate the system in a manner that enables the Department and Provider to comply with federal or state laws, rules, or regulations;
3. Falsification of information supplied by Provider during the term of this Agreement, including but not limited to altering the presumptive run code designations to enhance Provider's apparent performance or falsification of any other data required under this Agreement;
4. Creating patient responses or transports so as to artificially inflate run volumes;
5. Failure of Provider to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data;
6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
7. Failure of Provider's personnel to conduct themselves in a professional and courteous manner and present a professional appearance;

8. Failure of Provider to maintain equipment in accordance with manufacturer recommended maintenance procedures;
9. Failure of Provider to cooperate with and assist the Department after breach has been declared;
10. Acceptance or payment by Provider or Provider's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Provider or Provider's personnel could be reasonably construed as a violation of Federal, State, or Local law;
11. Failure of Provider to meet the standard of care as established by this Agreement;
12. Failure of the Provider to maintain insurance in accordance with this Agreement;
13. Failure of Provider to meet response time requirements as set forth in this Agreement;
14. The filing of any bankruptcy or any other similar action, which, in the opinion of the Department, places the performance of this Agreement at risk;
15. Failure of Provider to submit reports and information under the terms and conditions outlined in this Agreement.

D. In the event of breach, Department will give Provider written notice, return receipt requested, setting forth the nature of the breach. Within five (5) calendar days of receipt of such notice, Provider will deliver to the Lead Agency (King County Fire District 27 Fall City), in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. Provider shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If Provider fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of the Department), or Provider fails to timely deliver the cure plan, or updates to the Department, Department may immediately terminate this Agreement. Provider shall cooperate completely and immediately with the Department to effectuate a prompt and orderly transfer of responsibility to the Department.

E. Lame Duck Provision. Should Provider fail to prevail in a future procurement cycle, Provider agrees to continue to provide all services required in and under this Agreement until a new contractor assumes service responsibilities. To assure continued performance fully consistent with the requirements of this Agreement through any such period, the following provisions will apply:

1. Provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Agreement to a competing provider;
2. Provider will make no changes in methods of operation, which could reasonably be

considered to be aimed at cutting Provider services and operating costs to maximize profits during the final stages of this Agreement; and

3. Department recognizes that if a competing provider should prevail in a future procurement cycle, the Provider may reasonably begin to prepare for transition of the service to a new contractor. Department shall not unreasonably withhold its approval of the Provider's request to begin an orderly transition process, including reasonable plans to relocate staff, etc., so long as such transition activity does not impair Provider's performance during this period.

## **7. NO INFLUENCE ON REFERRALS**

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

## **8. SUBLETTING OR ASSIGNING CONTRACT**

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Provider to any other person or entity without the prior written consent of the Department. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Provider as stated herein.

## **9. INSPECTION AND AUDIT**

The Provider shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the Department and/or the Washington State Auditor at all reasonable times, and the Provider shall afford the proper facilities for such inspection and audit at no cost to the Department or the Washington State Auditor. Representatives of the Department and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Provider shall provide the Department with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **10. COMPLIANCE PROGRAM AND CODE OF CONDUCT**

Provider has made available to the Department, a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, and the Department acknowledges receipt of such documents. Provider warrants that its personnel shall comply with Provider's compliance policies, including training related to the Anti-kickback Statute.

## **11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

A. The Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, veteran status, or other circumstance prohibited by federal, state, or local law, except for a bona fide occupational qualification.

B. The Provider shall comply with all federal, state, and local laws applicable to the work to be done under this Agreement.

C. Violation of this Section 11 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the Department, in whole or in part, and may result in ineligibility for further work for the Department.

## **12. RECORDS**

Each party shall maintain all medical records and other documents and information relating to services provided by Provider pursuant to this Agreement in compliance with all Federal, State and local laws, rules and ordinances. The Department shall have the right upon reasonable advance notice to inspect the records at any time during normal business hours. Subject to Federal and State privacy and disclosure restrictions, Provider shall cooperate with, and provide all information requested by, the Department in the event a complaint regarding the services provided by Provider in the performance of this Agreement. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations hereunder ("HIPAA"). Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

## **13. NON-EXCLUSION**

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

## **14. HOLD HARMLESS AND INDEMNIFICATION**

A. The Provider shall defend, indemnify, and hold the Department, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Department.

B. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party. Under no circumstances shall the Department have any liability whatsoever for Provider's transportation of a patient or for cost incurred by Provider whether or not it transports a patient.

## **15. INSURANCE**

The Provider shall maintain the insurance described in **Attachment C**.

## **16. LIQUIDATED DAMAGES**

A. Provider shall pay the following sums, not as a penalty, but as liquidated damages for failure to meet or exceed patient care performance standards and transport protocols or for failure to satisfactorily perform other duties under this Agreement. Department and Provider agree that the Department's damages would be difficult to prove in any litigation and that these sums are a reasonable estimate of the damages sustained by the Department as a result of the Provider's failure to satisfactorily perform its duties under the Agreement. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any non-performance, breach, or default by Provider. Each and every call that does not adhere to the scope of services – performance standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Provider and evaluated by the Department. The Department shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Provider shall pay liquidated damages to the Department for all performance failures that are determined to be the fault of the Provider and not the result of an extenuating circumstance. All payments for liquidated damages shall be made payable to the Agency as determined by King County Fire District 27 Fall City. Liquidated damages shall include, but are not limited to, the following:

**B.**

<b>Act/Omission</b>	<b>Liquidated Damage Amount</b>
Any Urban emergency response that exceeds 22 minutes, 59 seconds. _  Shoreline Fire Department zip codes: 98177, 98133, 98155, 98125, 98117, 98115, and 98107.	Ten dollars (\$10) per minute, for each minute, up to 15 minutes. After 15 minutes it becomes a "failed response" with an overall penalty of three hundred dollars (\$300).

Bothell Fire Department zip codes: 98028, 98021, 98012 and 98011. ____	
Kirkland Fire Department zip codes: 98034 and 98033. ____	
Redmond Fire Department zip codes: 98052	
Eastside Fire and Rescue zip codes: 98029, 98040, and 98059	
Any Suburban emergency response exceeding ____27 minutes, 59 seconds.	Ten dollars (\$10) per, for each minute, up to 20 minutes. After 20 minutes it becomes a “failed response” with an overall penalty of three hundred dollars (\$300).
Redmond Fire Department zip codes 98053.	
Eastside Fire and Rescue zip codes ____98074, 98072, 98077 and 98075.	
_____	
Any Rural emergency response exceeding ____32 minutes, 59 seconds.	Ten dollars (\$10) per minute, for each minute, up to 25 minutes. After 25 minutes it becomes a “failed response” with an overall penalty of three hundred (\$300) dollars.
Fall City Fire Department zip code: 98050, 98024, and 98065.	
Snoqualmie Fire Department zip code: 98065	
Eastside Fire and Rescue zip code: 98065, 98050, 98014, 98024 and 98045.	
Duvall Fire Department zip codes 98014 and 98019. _____	
Any individual response exceeding the maximum response time or being cancelled due to exceeding the maximum response time. Classified as a “failed response”.	Three hundred dollars (\$300) per incident.
Provider fails or is unable to respond	Three hundred dollars (\$300) per incident.
Provider fails to furnish required information, reports, or documentation within the time period specified by this Agreement	Fifty dollars (\$50) per day for each item of such information, report, or document.



Ambulance experiences a mechanical failure (Breakdown) while transporting a patient to a hospital	Five hundred dollars (\$500) per incident except when Provider has provided timely and appropriate patient transfer and Provider has properly maintained the vehicle
Failure to utilize an acceptable CAD system	Two hundred fifty dollars (\$250) per day.

- C. No more frequently than monthly, and at least quarterly, King County Fire District 27 Fall City shall invoice Provider for any liquidated damages assessed during the prior period. Provider shall pay the liquidated damages within thirty (30) days of receipt of the invoice. In the event that the Department fails to invoice within sixty (60) days of the end of the prior period, the liquidated damages shall be deemed waived for the period.
- D. Provider may request that the agency requesting the liquidated damages reconsider imposition of liquidated damages. In the instances when the agency requesting the liquidated damages has reviewed the circumstances of imposing liquidated damages and determined that the grounds were sufficient to justify the imposition of the liquidated damages, the Provider shall have the right to appeal such determination to the Lead Agency. The Lead Agency shall report the reasons for the determination to impose liquidated damages to the Provider. The ruling of the Lead Agency shall be final.
- E. **Performance Incentive.** During the calendar month and in the event the Provider meets or exceeds a ninety percent (90%) response rate for ambulance requests in the Zone 1 coverage area (excluding Bellevue), the Zone 1 Fire Departments shall waive liquidated damages described in section B for that month, provided that during that month the Zone 1 Departments (excluding Bellevue) have not performed transport due to the Provider exceeding the maximum response time, failing to respond, failing to properly staff or equip unit, failing to report on-scene, or for mechanical failure when the unit was not properly maintained.

## 17. COMPLIANCE

The parties shall comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Provider's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients.

## 18. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

## **19. SEVERABILITY**

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

## **20. FAIR MEANING**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

## **21. NONWAIVER**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

## **22. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses listed in this section or to such addresses as the parties may hereafter designate in writing. Notices or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified below.

To the Department:     King County Fire District 27 Fall City  
                                    4301 334<sup>th</sup> PL SE  
                                    PO Box 609  
                                    Fall City, WA 98024  
                                    Attention: Deputy Chief Patrick LeDoux

To the Provider:         Tri-Med Ambulance, LLC  
                                    18821 East Valley Hwy  
                                    Kent, WA 98032  
                                    Attention: Matt Gau  
                                    Telephone No. (206)423-9869

**23. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

**24. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**25. VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County, Washington.

**26. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

PROVIDER

LEAD AGENCY KCFD 27 Fall City

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: | Matt Gau |

| Brian Culp, Fire Chief |

Title: | Managing Member |

Tax I.D. #: | 65-1193452 |

UBI #: | 602 303 674 |

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **BLS Transport Services**

The participating Zone 1 Agencies provide initial Basic Life Support (BLS) response, not including interfacility transports, to all requests within their jurisdictions. Advanced Life Support (ALS) responses are the responsibility of the constituents of the Department, or other ALS providers within the King County Medic One system. Except and only with written authorization by the Shoreline Fire Department, the Provider shall not provide initial BLS services within the jurisdiction of participating Departments.

- The Provider will provide BLS Transport Services including Bariatric Transport Services when requested by Department units at the scenes of emergency responses. Requests for Bariatric Transport Services are exempt from response time standards.
- Each ambulance unit responding to BLS requests shall have a minimum of two (2) personnel who are certified and accredited Emergency Medical Technicians-B (EMT-B). Advanced life support vehicles (Critical Care) shall have a minimum of at least one (1) CCR Registered Nurse or Physician, in addition to one EMT. Requests for Critical Care units are exempt from response time standards.
- The Provider shall continuously meet or exceed the patient care standards provided by the State of Washington and the most current King County Patient Care Guidelines for Basic and Advanced Life Support (if applicable).
- The Provider shall maintain, for periodic review, complete patient care documentation so that Participating Zone 1 Agencies can ensure that the best patient care and transport options possible are being provided to patients being transported by the Provider.
- The Provider shall maintain, for periodic review, comprehensive fleet maintenance and personnel training records to ensure that patients are being transported in high-quality ambulances by certified Washington State/King County Certified EMTs.
- The Provider shall meet or exceed the response time standards shown on Attachment B. The Provider shall respond to all calls in accordance with the response time criteria. The Provider's response time performance will be monitored by King County Fire District 27 Fall City, and failure to meet the response time criteria shall result in the imposition of penalties as agreed upon.
- The Provider will be expected to meet with the King County Fire District 27 Fall City Department at or near the one (1) year anniversary of the Agreement to determine if the penalty structure is fair and equitable and adjust as mutually agreed to by the Parties.
- The Provider shall furnish, operate, and maintain its dispatch and communications equipment,

radios, telephones etc., and any hardware or software necessary for its provision of services. The Provider shall have and maintain an Automatic Vehicle Locator/Global Positioning Satellite System that tracks the locations and status of all its ambulance units. All dispatch communications shall meet or exceed State, Federal, and Local requirements.

- If the Country, State, County, or any local jurisdiction served by a Participating Agency declares a major emergency or disaster requiring more resources than anticipated, including Multiple Casualty Incident, is declared in any participating jurisdiction, the participating departments reserve the right to notify the Provider that the agreed upon terms of this contract may be temporarily modified. If MCI protocol is implemented the Provider shall provide and have a supervisor respond to the scene and report to the incident commander.
- The Provider will provide resources to assist in multi-company and MCI drills. The Participating Zone 1 Agencies will communicate with the Provider to facilitate training dates.
- The Provider shall provide resources to reduce the impact of Hospital Emergency Department “Patient Offload Times” of the Participating Zone 1 Agencies’ BLS transport units as determined by ongoing collaborative dialogue between the Provider and the Zone 1 Agencies. “Patient Offload Times” are defined as “the time interval between the arrival of an ambulance patient at an ED and the time the patient is transferred to the ED gurney, bed, chair or other acceptable location and the emergency department assumes the responsibility for care of the patient.”
- The Provider shall provide weekly medical equipment pick up from all applicable Emergency rooms and deliver to all participating Zone 1 agencies as communicated to Provider by each agency. Each Agency will provide a drop off location, one each per Agency.

All Provider responses for Zone 1 Departments will be code “red”, unless otherwise directed by the requesting Fire Department. Provider requests that are code “yellow” are allowed an additional ten minutes in excess of the defined response times to arrive on scene.

## **ATTACHMENT B**

### **Response Time Requirements**

Every calendar month, Provider shall meet or exceed the standards as outlined in Section B within the service area. Response times shall be measured in minutes and seconds, and shall be time-stamped by the Provider's computer aided dispatch (CAD) system.

In the event that Provider cannot respond to a request for service, the Zone One agencies reserve the right to contact another ambulance company to provide the service.

**Response records inspection:** The Zone One Agencies shall have the right to request a copy of any response records required to be maintained by the Provider with a two (2) business day notification to the Provider. Tri-Med will additionally provide a monthly report.

**Exemptions:** Providers shall apply for, and the Department shall grant, exemptions to response time performance standards in situations beyond the Provider's control that cause unavoidable delays or no response. The Department shall examine each request for exemption and shall take into consideration traffic, street blockages, severe weather, and other influencing factors. If the Department determines the circumstances so warrant, the Fire Department shall grant an exemption of the response from the performance standards. To be eligible for such an exemption, the Provider shall apply for the exemption with supporting documentation no later than the month following the month of the occurrence. The following subsections describe situations where the Department shall grant an exemption.

1. **Multiple Unit Response.** In the event two (2) or more ambulance units are simultaneously committed to one (1) incident, the first arriving ambulance unit shall be held to the response time standard. The Department may grant an exemption for each ambulance unit starting with the second unit provided the second additional unit arrives at the scene within an additional 10 minutes from the outlined response time criteria. When more than two units are committed to any single incident, response time exemptions will be provided beginning with the third unit committed to same incident. In the event that two (2) units are independently committed to two (2) independent incidents, both units shall be held to the response time standard. Exemptions will be granted when more than two units are simultaneously committed to any Zone 1 ambulance request (excluding Bellevue Fire)
2. **Concurrent Responses.** In the event two (2) or more ambulance units are simultaneously committed to separate incidents, the Department may grant an exemption for each unit starting with the third unit provided the third unit arrives at the scene within an additional ten (10) minutes. Responses exceeding three units committed to a Zone 1 request (excluding Bellevue) will be exempt from response time standards.
3. **Declared Disaster.** In the event an emergency is declared, as defined by Zone 1 Agency direction, the Department may grant an exemption for all ambulance units during the duration of the declared emergency.
4. **Cancelled request.** In the event a request is cancelled prior to or at the ambulance unit's arrival on scene for reasons other than exceeding the maximum response time standard, the Department will grant an exemption. If the overall cancellation rate for the Zone 1 Departments

exceeds 15% in any calendar month, response time exemptions will be granted for that same calendar month.

5. **Response Location Errors.** In the event the Communications Center provides an inaccurate address, or if the location does not exist, the Department will grant an automatic response time exemption, except if the incorrect response is the result of an error made by Provider's personnel, in that event the Department shall not grant an exemption.
6. **Response location change.** In the event the Department changes the incident location and the change delays the ambulance unit's response time because the unit must reroute farther than one (1) block to respond to the call, the Department shall grant an exemption.
7. **Response delayed by accident.** In the event the ambulance unit is involved in an accident and cannot continue to respond to the call, the Department may grant an exemption.
8. **Response requested to area outside primary coverage area.** In the event the Department requests the Provider respond to an area outside of its primary coverage area, the Department may grant an exemption to the Emergency Response Performance Standard on the condition that the Provider uses diligence to respond to the scene within a reasonable time.
9. **Response where the Fire unit vacates the scene prior to Provider arrival.** When the Fire unit leaves the scene prior to the arrival of the ambulance, response time requirements will not be enforced.



## **ATTACHMENT C**

### **INSURANCE REQUIREMENTS**

#### **A. Insurance Term**

The Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

#### **B. No Limitation**

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the Department's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the Department using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Provider's profession.

#### **D. Minimum Amounts of Insurance**

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, \$2,000,000 general aggregate.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$5,000,000 policy aggregate limit, as applicable.
4. Excess Insurance: A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$5,000,000. The excess policy must be at a minimum as broad as the primary policies and shall name the Department, its officials and employees and volunteers as additional insureds with said insurance being primary and non-contributory. Said policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the Department.

#### **E. Other Insurance Provision**

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the Department. Any insurance, self-insurance, or self-insured pool coverage maintained by the Department shall be excess of the Provider's insurance and shall not contribute with it.

#### **F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **G. Verification of Coverage**

Before commencing work and services, the Provider shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Provider shall furnish the Department with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work. The Department reserves the right to request and receive a certified copy of all required insurance policies.

#### **H. Notice of Cancellation**

The Provider shall provide the Department with written notice of any policy cancellation within two business days of their receipt of such notice.

#### **I. Failure to Maintain Insurance**

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the Department may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate this Agreement

#### **J. Department Full Availability of Provider Limits**

If the Provider maintains higher insurance limits than the minimums shown above, the Department shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the Department evidences limits of liability lower than those maintained by the Provider.

CITY OF BOTHELL

\_\_\_\_\_  
City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Bothell

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

\_\_\_\_\_  
City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Kirkland

\_\_\_\_\_  
City Attorney

CITY OF REDMOND

\_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Redmond

\_\_\_\_\_  
City Attorney

King County Fire District 45

\_\_\_\_\_  
Fire Chief

EASTSIDE FIRE & RESCUE

\_\_\_\_\_  
Fire Chief

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_  
Fire Chief

KING COUNTY FIRE DISTRICT #27 Fall City

\_\_\_\_\_  
Fire Chief

SNOQUALMIE FIRE DEPARTMENT

\_\_\_\_\_  
City Administrator