

King County Contract for Emergency Medical Services – Boilerplate

King County Contract for Emergency Medical Services

This contract is entered into by King County (the "County") and _____ whose address is _____.

Contract Summary

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

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

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

I. Incorporation of Exhibits

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

A. Program Exhibits and Requirements

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

B. King County Required Forms

- Exhibit D: Certificate of Insurance and Additional Insured Endorsement

II. Term and Termination

- A. This Contract shall commence on January 1, 2020, and shall terminate on December 31, 2025, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by King County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.
- C. This Contract may be terminated by the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing King County six (6) months advanced written notice of termination.
- D. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible

If the Contract is terminated by the County pursuant to this Subsection 11.D. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the

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Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

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

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

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

- F. 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 Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. 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 \$ _____. Subsequent allocations shall be determined by the County consistent with the following allocation method.

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 both by the operating unit, program/supervisory, system allocation and the equipment allocations. While the system costs are 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 by a compound inflator. Funds from the unit and program/supervisory allocation can be set aside for future use in the agency's provider balance. In addition, the County may add to the ALS provider's annual allocation an amount not to exceed the ALS agency's provider's fund balance from the prior year.
2. As identified in the EMS 2020-2025 Strategic Plan, each BLS contractor's annual BLS allocation is determined by adding the proportion of the total increase, 50% based on assessed valuation and 50% based on call volumes, to the previous year's allocation. [needs to be updated with new BLS information]

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

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

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annual contract.

- C. The Contractor shall submit an invoice, and all accompanying reports if applicable, as specified in the attached exhibits **or agreed upon alternatives** not more than 60 working days after the close of each indicated reporting period. **ALS invoices shall be at be submitted no less frequently than quarterly.** The County shall make payment to the Contractor upon receipt of approved invoice, and the Contractor will be exempt from the County's net 30 day reimbursement policy.
- D. The Contractor shall submit its final invoice and all outstanding reports within **60** days of the date this Contract terminates and their Year End Report within **90** days. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- E. When a budget is attached hereto as an exhibit, the Contractor must apply the funds received from the County under this Contract in accordance with said budget. The contract may contain separate budgets for separate program components **and allocations.** The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories within a program or allocation is expected to exceed 10% of the Contract **allocation** amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. **Based on regional evaluation and recommendation to the EMS Division Director, changes of up to 10% between the ALS unit and program/supervisory allocation could be allowed**
- F. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. Internal Control and Accounting System

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

V. Debarment and Suspension Certification

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

VI. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
 - i. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - ii. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

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

Except as provided in Section **VII** of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

- C. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- D. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- E. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at

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<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

VIII. **Audits**

- A. If the Contractor or its Subcontractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed. In addition, Contractor shall notify the County in writing for any findings of 'material weakness'.
- B. If the Contractor subcontracts with a for-profit or non-profit, in an amount excess of \$100,000 in funds during its fiscal year from the County, the Contractor shall provide the Subcontractor's fiscal year financial year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Subcontractor's fiscal year.
- C. Additional audit or review requirements which may be imposed on the County **will** be passed on to the Contractor, and any subcontractor, and the Contractor and subcontractor will be required to comply with any such requirements.

IX. **Corrective Action**

Failure to comply with the standards adopted by King County pursuant to Chapter 2.16.080 of the King County Code or by the King County Medical Program Director (MPD) pursuant to Chapter 18.73 RCW shall be sufficient grounds for notification, remediation, and possible termination of funding. If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply;

- A. The County will notify the Contractor in writing of the nature of the breach;

The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than thirty (30) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section 11.C;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. **Dispute Resolution**

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

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XI. Hold Harmless and Indemnification

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

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

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations Under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, books, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

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XII. Insurance Requirements

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII. Assignment/Subcontracting

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections 111.D, 111.E., IV, V, VI, VII, VIII, **XI, XII**, XIV, XV, XVI, XVII, XVIII, XXV, XXVI and XXVII, in every subcontract that relates to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination and Equal Employment Opportunity

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

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

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certify compliance.

XV. Conflict of Interest

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, shall be treated as a capital asset, including tagging. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

The Contractor will develop an equipment asset plan showing the use of the equipment allocation and submit the plan to the EMS Division with the Year-end Report. The plan will provide an accounting for all equipment allocation funds, all equipment related reserve funds and any other funds provided by King County related to the equipment plan, include balance information on each agency's internal reserve fund, accounting for annual contributions and expenses, surplus value and revenue received from 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.

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

XVII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be

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owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

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

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

XVIII. Political Activity Prohibited

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

XIX. King County Recycled Product Procurement Policy

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

XX. Future Support

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

XXI. Entire Contract/Waiver of Default

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

XXII. Contract Amendments

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

XXIII. Notices

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

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

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

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

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

XXV. Applicable Law

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

XXVI. No Third Party Beneficiaries

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

XXVII Contractor Certification

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

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Exhibit A – ALS SCOPE OF WORK

KING COUNTY EMERGENCY MEDICAL SERVICES (EMS)

Advanced Life Support (ALS) Service Scope of Work

- 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. Each medic units to be staffed by two Harborview trained paramedics with exceptions authorized by the Medical Program Director.
 - 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. 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.

Exhibit A – ALS SCOPE OF WORK

- 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.

Exhibit A – ALS SCOPE OF WORK

- 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 to transport or not, and the mode of transport, will be made with online direct medical control and made with respect to the trauma designation of the receiving facility. Transport destinations should be consistent with the Washington state Trauma System Activation Guidelines.
- f. Record Keeping and Record Submission: An ESO record 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 following an incident. Completed patient care reports must be submitted to the EMS Division within 7 days of the incident. In the case of cardiac arrest events (or other events, such as research protocols, or as defined by the MPD), notification must be provided to the EMS Division within 24 hours and completed records within the time specified (i.e., 2 days of the event in 2020) by the medical program director. 3 days of the event. Agencies are responsible for retention of

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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

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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. ~~Selection, development and tracking of ALS system costs including dispatch.~~
- 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. A standard costing system for reporting dollar expenditures for ALS activities by allocation.
- f. Funding allocation mechanism.

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. Category Report: The Contractor will submit a yearly Categorization report or similar report as requested by the EMS Division and agree to by ALS agencies.~~

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

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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 reserve. 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. (December 31, 2014) 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.

6. Dispatch: The Contractor will ensure that dispatch amounts for ALS correspond to distribution methodologies used by dispatch centers. When requested, the Contractor will provide back up for segregation of dispatch expenses between ALS and Fire Suppression/BLS consistent with Dispatch agency's allocation of expenses. Consistent with recommendation of auditor, the contractor should request additional documentation directly from the dispatch agencies that identifies both annual capital and operating dispatch costs; obtain itemized invoices from the dispatch agencies to clearly show expenses that are attributable to ALS, and verify that reimbursement requests are justified based on the actual volume and costs of ALS dispatch services, and properly account for in ALS billings.

ExhibitA-1:

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 I 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

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(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

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, I&HTLS, ATLS, PALS, PEPP, EMSC Instructors/Training Courses.
- Pre-approved National 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

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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.

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.

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