

RESOLUTION R- 3374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT WITH KING COUNTY TO PROVIDE EMERGENCY MEDICAL BASIC LIFE SUPPORT SERVICES DURING THE CALENDAR YEARS 1987 THROUGH 1991 WITHIN THE AREA SERVED BY THE GREATER KIRKLAND DEPARTMENT OF FIRE SERVICES.

Whereas, the voters of King County approved a six year regular property tax levy for support of emergency medical services pursuant to RCW 84.52.069; and

Whereas, King County desires to provide the basic life support services funded by said property tax levy by way of contracts with municipal fire departments and fire protection districts; and

Whereas, King County and the City of Kirkland are both authorized to enter into such contracts; now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. That certain contract, a copy of which is attached to the original of this Resolution, between King County and the City of Kirkland to provide financial support to the greater Kirkland Department of Fire Services in carrying out its emergency medical service program during the calendar years 1987 through 1991, inclusive, is hereby approved and the City Manager is hereby authorized and directed to sign said contract on behalf of the City of Kirkland.

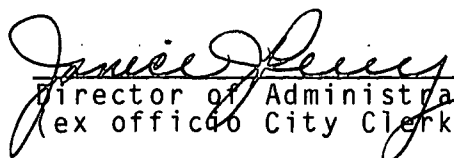
Passed by majority vote of the Kirkland City Council in regular, open meeting this 4th day of May, 1987.

Signed in authentication thereof this 4th day of May, 1987.



MAYOR

ATTEST:



DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)

DEPARTMENT/DIVISION King County Emergency Medical Services Division
AGENCY City of Kirkland, Kirkland Fire Department
PROJECT TITLE Basic Life Support Services
CONTRACT PERIOD January 1, 1987 - December 31, 1991

EMERGENCY MEDICAL SERVICES SERVICE CONTRACT

THIS CONTRACT is entered into by KING COUNTY (the "County") and
City of Kirkland, Kirkland Fire Department

postal address, 123 5th Avenue

Kirkland, Washington 98033 (the "Agency").

WHEREAS, the County is funding Emergency Medical Services with monies from the Current Expense Fund, and

WHEREAS, the voters of King County approved a six-year regular property tax levy for support of Emergency Medical Services pursuant to RCW 84.25.069, and

WHEREAS, the County desires to have basic life support services provided by municipal fire departments and fire protection districts,

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

I. SCOPE OF SERVICES

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits as approved by the Emergency Medical Services Review Committee established by King County Ordinance 2377, and which are incorporated herein by reference:

Exhibit 1 - Program Plan and Operating Budget

Exhibit 2 - Emergency Medical Services Expenditure Guidelines

Exhibit 3 - Basic Life Support Service Standards

Exhibit 4 - Reporting Requirements

Exhibit 5 - Sample Invoice Form

II. DURATION OF CONTRACT

This contract shall take effect on January 1, 1987 for twelve months and shall automatically renew from year to year until December 31, 1991 unless terminated earlier pursuant to the terms and conditions of this contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the satisfactory completion of services as specified in Section I in an amount not to exceed \$247,902.00 payable in the following manner; reimbursement shall be made to the Agency after receipt and approval of invoices required herein by the County. In subsequent years the County shall reimburse the Agency for the satisfactory completion of services as specified in Section I in an amount to be determined by the Emergency Medical Services (EMS) Review Committee. By December 1 of each year, the County shall send program plan and operating budget application materials to the Agency and inform the Agency of the recommended amount of funding to be available to it under this agreement for the following calendar year. By December 31, the Agency shall submit a program plan and operating budget request to the County for approval by the EMS Review Committee. When approved by the EMS Review Committee, the program plan and operating budget is incorporated herein by reference. The County shall inform the Agency in writing of the EMS Review Committee's action on the Agency's request within ten days of the EMS Review Committee's action. Reimbursement by the County shall be made to the Agency after receipt and approval of invoices required herein by the County.

- B. The Agency shall submit an invoice and accompanying reports as specified in the attached exhibits on, but not later than fifteen (15) working days after the close of each calendar month except December, wherein an invoice shall be submitted on but not later than ten (10) working days after the close of the month. In the event that the Agency does not submit its final invoice for the ending program budget year and all outstanding reports within ten (10) days after the close of December, the County will be relieved of all liability for payment of the amounts represented by such invoice. The County will initiate authorization for payment after receipt of said invoice and report and shall make payment to the Agency not more than thirty (30) days after said invoice is received by the County.

IV. OPERATING BUDGET

Where applicable, the Agency shall apply the funds received from the County under this Contract in accordance with the budget attached hereto as an exhibit. No line-item expense thereunder shall cause an excess expenditure of more than 10% of the budgeted line-item amount over the life of the Contract without the prior written consent of the County. Any request for a line-item expense which exceeds 10% of the budgeted amount shall include supporting documents necessary to explain fully the nature and purpose of the request.

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

- A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other records such as may be deemed necessary by the County to ensure proper accounting for all project funds

and compliance with this agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this contract.

- B. These records shall be maintained for a period of 6 years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof.
- B. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided by this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

- A. The Agency agrees to cooperate with the County in the evaluation of the Agency's project, and to make available all information required by any such evaluation process. The evaluation will be based on the application as approved and performance standards, reporting requirements, and operating budget as outlined in this

Contract and attachments hereto. The results and records of said evaluations shall be maintained and disclosed in accordance with R.C.W. Chapter 42.17

IX. CORRECTIVE ACTION

If the County determines that a breach of the contract has occurred, that the Agency has failed to comply with any terms or conditions of this contract, or 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:

- 1) The County will notify the Agency in writing of the nature of the breach;
- 2) The Agency shall respond in writing within 3 business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the contract into compliance, which date shall not be more than 10 days from the date of the Agency's response;
- 3) The County will notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The determination of the sufficiency of the Agency's corrective action plan will be at the sole discretion of the County;
- 4) In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient the County may commence termination of this contract in whole or in part pursuant Section XI(B);
- 5) In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- 6) Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI, Subsections A, C, D, and E.

X. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this Contract, or (ii) supplies.
- C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have express, advance, written approval by the County.

XI. TERMINATION

- A. This Contract may be terminated without cause, in whole or in part, prior to the date specified above in Section II, by either party providing the other 30 days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon 7 days advance written notice in the event:
- 1) the Agency substantially 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 termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Agency shall return to the County

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

- C. The County may terminate this Contract in whole or in part if expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II.

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

- D. The Agency may terminate this Contract upon 7 days' written notice, should the County commit any material breach of contract.
- E. 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.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Agency, its employees or others by reason of this Contract. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and losses whatsoever occurring or resulting from 1) the Agency's failure to pay any such compensation, wages,

benefits or taxes; and 2) the supplying to the Agency of work, services, materials or supplies by Agency employees or others in connection with the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Agency, its officers, employees, agents or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section II or Section XI.
- C. The Agency shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Agency, its officers, employees or agents.

The agency agrees that its obligations under this subparagraph extend to any claim, demand or cause of action brought by or on behalf of any employee of the agency, against the County, its officers, agents or employees, and includes any judgment, award and cost arising therefrom, including attorneys fees.

The County will protect, defend, indemnify and save harmless the Agency, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents.

The County agrees that its obligations under this subparagraph extend to any claim, demand or cause of action brought by or on behalf of any employee of the

County, against the agency, its officers, agents or employees, and includes any judgment, award and cost arising therefrom, including attorneys fees.

- D. Without limiting the Agency's indemnification, it is agreed that the Agency shall maintain in force, at all times during the performance of this Contract a policy or policies of insurance covering its operations with insurance carriers authorized to do business in the State of Washington. The agency shall maintain continuously public liability insurance with limits of liability not less than: \$500,000 combined single limit, bodily injury and property damage, each occurrence.

Such insurance shall name King County as an additional insured and shall not be reduced or cancelled without 30 days' written prior notice to the County. The insurance required by this contract shall be primary over any other valid and collectible insurance. Within 10 days of the commencement of this Contract, or any annual renewal, the Agency shall provide a certificate of insurance or, upon written request of the County, a duplicate of the policy or policies as evidence of insurance protection.

If the Agency is a municipal corporation and is self-insured, a certification of self-insurance is attached hereto and incorporated by reference, and shall constitute compliance with this subsection XIII, D.

XIV. NON-DISCRIMINATION

The Agency shall comply with all applicable federal, state and local laws and regulations regarding non-discrimination in employment, program and services.

XV. CONFLICT OF INTEREST

- A. The Agency covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or

responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Agency shall take appropriate steps to assure compliance with this provision.

- B. If the Agency violates the provisions of Subsection XV(A) or does not disclose other interests, required to be disclosed pursuant to King County Ordinance No. 2294, as amended, the County will not be liable for payment for services rendered pursuant to this Contract. Violation of this section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section XI(B)(1) above as well as any other right or remedy provided by this Contract or law.

XVI. POLITICAL ACTIVITY PROHIBITED

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

XVII. EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP

- A. The Agency agrees that any equipment purchased in whole or in part with Contract funds is upon its purchase or receipt the property of the Agency and shall be used for the purpose set forth in this Contract.
- B. The Agency shall be responsible for all equipment purchased in whole or in part with funds received under this Contract, including proper care and maintenance of the equipment.
- C. The Agency agrees that proceeds resulting from the sale of equipment purchased in whole or in part with funds received under this Contract shall be used for the provision of emergency medical services, as set forth in this Contract.
- D. The Agency shall not assign any equipment purchased in whole or in part with Contract funds to any other entity

without the written consent of the County. In the event that the Agency ceases to perform the services which are the subject of this Contract, disincorporates, dissolves or in any manner ceases to provide services pursuant to this Contract, any equipment purchased in whole or in part with Contract funds shall not be assigned, leased, subleased, sold, donated or in any other manner disposed of without the prior written consent of the County unless otherwise provided by law.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- 1) in writing; and
- 2) directed to the chief executive officer of the Agency and the Director/Manager of the County Department/Division specified on page 1 of this Contract.

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

XIX. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from work described herein, all rights accruing from such material or article shall be the sole property of the Agency. The Agency agrees to and does hereby grant to the County, irrevocable, nonexclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as a part of the work under the Contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of the Agency which are modified for use in the Contract.

XX. CHANGES

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to 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 representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in their performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in the day and year first herein above written.

COUNTY:

AGENCY:

Signature

Signature of Authorized Agent

Name TIM HILL

Name

Title KING COUNTY EXECUTIVE

Title

Date

Date

ATTEST:

JEROME SAULTER
Director
Department of Executive Administration

Approved as to Form

Deputy County Prosecuting Attorney
for
NORM MALENG
King County Prosecuting Attorney

Revised
1/87

EMERGENCY MEDICAL SERVICES FUNDS
1987 PROPOSED BUDGET FORM - BASIC LIFE SUPPORT SERVICES

Applicant Agency KIRKLAND (AND FIRE DIST 41)
 Contact Person ROBERT H. ELY Title DIRECTOR
 Address 123 5TH AVENUE
KIRKLAND WA 98033 Phone 828-1143

<u>Budget Category</u>	<u>Amount Requested in 1987*</u>
A. <u>Personnel</u>	
1. Salaries & Benefits	<u>\$247,902.00</u>
2. Per Shift Payments (list rate per shift)	_____
3. Per Call Payments (list rate per call)	_____
B. <u>Supplies</u> (itemize on separate sheet)	_____
C. <u>Equipment</u> (itemize on separate sheet)	_____
D. <u>Support Service</u> (itemize on separate sheet)	_____
E. <u>Total EMS Funds Requested in 1987</u>	<u>\$247,902.00</u>

*PLEASE LIST ONLY TOTAL AMOUNT OF REQUESTED FUNDS BY CATEGORY ON THIS PAGE. ATTACH ITEMIZED LIST OF PROPOSED EXPENDITURES IF YOU ARE REQUESTING FUNDS FOR SUPPLIES, EQUIPMENT, OR SUPPORT SERVICES. ATTACH EXPLANATION OF HOW REQUESTED FUNDS FOR SALARY AND BENEFITS WERE CALCULATED AND HOW THEY WILL BE USED IN ACCORDANCE WITH THE EXPENDITURE GUIDELINES.

* 55% OF ALL RESPONSES ARE EMS-RELATED; KIRKLAND FD'S TOTAL EMS SALARY/BENEFIT BUDGET IS \$596,143

Exhibit 1

1987 PROGRAM PLAN AND PROPOSED BUDGET

I. Identification Information

A. Name and number of Fire Protection District or Fire Department:

Greater Kirkland Fire DepartmentB. Name of Chief: Robert H. ElyMailing Address: 123 Fifth AvenueKirkland, WA 98033

C. Name of EMS Coordinator (or Training Coordinator if different):

Training - Don BartlesonTelephone No. 828-1144

D. Location: manned or unmanned status of all fire stations in your department or district; location of aid vehicles. Include the address of each station (use other side if necessary).

<u>Address</u>	<u>Status</u>	<u>No. Aid Vehicles at location*</u>	<u>No. & Type Fire Vehicles at Loc.</u>
1. Station # <u>22</u> <u>6602 108th N.E.</u> <u>Kirkland, WA 98033</u>	Manned <u>X</u> Unmanned _____	<u>1 Combination</u> <u>Aid/Rescue</u>	<u>1- Engine (pumper)</u> <u>1- Aid/Rescue</u>
2. Station # <u>25</u> <u>12033 76th Pl. N.E.</u> <u>Kirkland, WA 98034</u>	Manned <u>X</u> Unmanned _____	<u>1</u>	<u>1- Engine (pumper)</u> <u>w/telesquirt</u>
3. Station # <u>26</u> <u>12500 N.E. 85th</u> <u>Kirkland, WA 98033</u>	Manned _____ Unmanned <u>X</u>	<u>1</u>	<u>1- Engine (pumper)</u> <u>1- Utility truck</u>
4. Station # <u>27</u> <u>11210 N.E. 132nd</u> <u>Kirkland, WA 98034</u>	Manned <u>X</u> Unmanned _____	<u>1</u>	<u>1- Engine (pumper)</u> <u>1- Rescue</u> <u>1- Spare Engine (pumper)</u>

*If there are no aid units at a location, list the type of unit which commonly responds to an EMS incident (e.g., command car, engine, rescue, etc.)



Exhibit 1
 1987 Program Plan and Proposed Budget
 Page 2

E. Agency Response Information

Number of fire suppression responses in 1986	<u>343</u>
Number of EMS aid responses in 1986	<u>2009</u>
Other (service calls, check calls, etc.)	<u>1288</u>
Total number of responses in 1986	<u><u>3640</u></u>

II. Demographic Information

- A. Number of square miles encompassed in service area: 19.6
- B. Population: 62,000 (est)
- C. Name and location of sub-areas which may contain high daytime, non-residential populations, or special features which might increase the type or frequency of EMS calls:
1. Industrial areas:
 - Par Mac Park - N.E. 108 - N.E. 116th & 116th N.E. -120th N.E. Manufacturing and light industrial.
 - Totem Valley Business Park - 132nd Ave. N.E. & N.E. 126th Light manufacturing and testing labs.
 2. Shopping Centers/Business Districts:
 - Totem Lake Shopping Center 120th N.E. & N.E. 126th
 - Bridle Trails Shopping Center N.E. 70th & 132nd Ave. N.E.
 - Central Business District - Kirkland - Central Way & Lake Street.
 3. Major Highways:
 - I-405
 4. Other:
 - Medical/Dental Centers - Totem Lake area - 120th N.E. & N.E. 128th
 - Lake Washington Voc Tech - 132nd Ave. N.E. & N.E. 120th

III. Relationships With Other EMS Agencies

- A. Specify location of transfer points with paramedic provider groups if applicable:

We respond with Evergreen Hospital Paramedic unit and Bellevue Fire Department depending on the location of the incident.

Exhibit 1
1987 Program Plan and Proposed Budget
Page 3

IV. Personnel

- A. Number of full-time paid fire fighters 34, of which
29 are EMTs and 1 are first responders.
- B. Number of volunteer fire fighters 38, of which
16 are EMTs and 14 are first responders.
- C. Number of personnel currently trained in defibrillation 15.

V. EMT Defibrillation Program

- A. Number of defibrillator units 2.
- B. Location of defibrillation equipment (address) _____
Aid 22 and Aid 27 at Stations 22 and 27
- C. Unit numbers of aid vehicles(s) usually carrying defibrillation
equipment (use number(s) recorded when completing EMS
Medical Incident Reporting Form). Aid 22 and Aid 27
- D. Number of ECG monitors (without defibrillators) None.
- E. Do you intend to purchase additional defibrillators in
if so, how many? Yes - one
What make? Lifepak 5

VI. Budget

The EMS Division is seeking to collect information that documents total fire department expenditures for emergency medical services. We are also requesting each fire department to report its total operating budget for the year. In order that the information be consistent, please exclude from these totals major capital expenditures including vehicles and buildings, and monies earmarked for bond payments, etc.

- A. Estimated total EMS budget for 1987 \$ 674,190
of which \$ 247,902 is provided
by EMS funds
- B. Total Fire Department or Fire District
Budget for 1987 \$ 2,249,113.00

Exhibit 1
1987 Program Plan and Proposed Budget
Page 4

VII. Fees for Services

A. Does your department charge for providing emergency services? Yes _____ No x _____

B. If yes, please provide a list of charges below.

VIII. Service Improvements/Changes

Please describe how EMS funds will be used by your department in 1987 to improve services to the citizens of King County.

E.M.S. Funds contribute a portion of the wages for firefighters.

Three more positions are being added this year (1987) and will help in cutting our delays during subsequent calls.

Exhibit 2Emergency Medical Services Expenditure Guidelines for Basic Life Support

These funds shall be used only for the provision of emergency medical care of emergency medical services including related personnel costs, training for such personnel, and related equipment, supplies, vehicles, and structures needed for the provision of emergency medical care or emergency medical services (RCW 84.52.069). This provides a broad scope of potential uses for funds, but strictly requires these funds to be used only for emergency medical care or services, not for fire suppression equipment or activities. Eligible expenditures are listed below.

A. Personnel Costs1. Salaries and Benefits

EMS funds may be used to pay the salaries and benefits, or a portion thereof, for firefighter/emergency medical technician (EMT) personnel who are regularly and normally assigned on a shift to provide emergency medical services as their primary responsibility.

2. Payments to Volunteers

EMS funds may be used to pay volunteer firefighter EMT's per shift payments or per call payments as provided below:

- a. Per shift payments to volunteers are eligible in proportion to the ratio of emergency medical service responses to fire responses for the fire department.
- b. Per call payments to volunteer firefighter/EMT's are eligible provided those responses are requests for emergency medical services.

B. Supplies

EMS funds may be used to purchase medical supplies necessary for the delivery of basic life support services (see Note below).

C. Equipment

EMS funds may be used for the purchase or lease of equipment used in the delivery of basic life support services including but not limited to, the following (see Note below).

- a. Equipment required for all ambulances and first aid vehicles pursuant to WAC 248.17;
- b. Equipment associated with the development or maintenance of emergency medical skills, such as CPR manikins, slide and/or tape productions and projection equipment;
- c. Communications equipment such as pagers and portable radios assigned to personnel with first response responsibility to medical emergencies;
- d. Communications equipment necessary to dispatching personnel to medical emergencies, provided that the amount of EMS funds expended may not exceed the ratio of emergency medical responses to all other responses dispatched;
- e. Vehicles meeting licensing requirements as ambulances pursuant to WAC 248.17 or as first aid vehicles equipped to transport.

D. Support Services

EMS funds may be used to provide support services necessary to the delivery of basic life support services. The following support services are eligible for funding (see Note below).

- a. Dispatching - EMS funds may be applied towards a portion of the costs of dispatching.
- b. Operating and maintenance costs for emergency medical equipment are eligible, including E.M.S. vehicles, cardiac monitors, blood pressure cuffs, suction units, etc.
- c. Continuing education costs associated with the certification or recertification of emergency medical technicians (EMT's).
- d. Maintenance of dispatch equipment such as base stations, consoles, antennas, etc.

Note: Where supplies, support services, and equipment may be used for both basic life support and fire suppression activities, only those costs directly attributable to the provision of emergency medical services may be considered as eligible expenditures of EMS funds. EMS funds may be applied toward a portion of these costs, provided that portion does not exceed the proportion of emergency medical responses to fire responses for the department.

All supply and equipment requests shall be reviewed as to their appropriate use in the King County EMS system.

Exhibit 3Basic Life Support Service Standards

The following standards shall be complied with by the agency in order that the agency be eligible for basic life support services funded by King County. Failure to comply with these standards will be sufficient grounds for the termination of said funding. In the event of future changes in the basic life support service standards, each agency shall have the opportunity to review and comment on proposed changes before their adoption.

I. 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 Social and Health Services pursuant to RCW 18.73, and WAC 248-17-010 to 248-17-240.
2. Medical equipment used by personnel supported by King County funds must meet appropriate federal, state or County standards. ANY EQUIPMENT PURCHASED WITH KING COUNTY FUNDS IN EXCESS OF \$100 AND NOT SPECIFIED IN EXHIBIT 1, MUST BE APPROVED BY THE MANAGER OF THE KING COUNTY EMERGENCY MEDICAL SERVICES DIVISION.

II. Certification

Emergency medical personnel, supported directly or indirectly by King County funds, must have attained valid certification as Emergency Medical Technician as defined by RCW 18.73.110. Personnel shall have proof of such certification on their person at all times while on duty.

III. Response Time

Each agency providing aid car/first response service within a paramedic service area shall maintain an average annual response time, as measured from receipt of call by dispatcher to arrival of unit at scene, that does not exceed five minutes.

Agencies providing aid car/first response service outside paramedic service areas shall maintain an average annual response time, as measured from receipt of call to dispatcher to arrival of unit at scene, that does not exceed six minutes.

IV. First Response Mutual Aid Agreements

Each public agency providing basic life support services in the paramedic service area must have written first response mutual aid agreements or similar arrangements in effect.

Exhibit 3
Page 2

V. Paramedic Dispatch Protocols

Each public agency providing basic life support services must adhere to the King County Emergency Medical Services Division Paramedic Dispatch Protocols when requesting advanced life support service assistance.

VI. Proposed Research

Any proposed research using equipment, data and/or personnel supported directly or indirectly by King County funds must receive prior review and written approval by the Regional Medical Director and the King County Emergency Medical Services Division Manager, and must be in compliance with state, county and local regulations and laws.

Exhibit 4Reporting Requirements for Basic Life Support ServicesREPORTSA. Medical Incident Reports

The agency shall use the King County Medical Incident Report Form to report each incident in which an emergency medical service vehicle is dispatched.

The patient copy of this form must remain with the patient.

All report forms must be completed and sent to the King County Division of Emergency Medical Services within ten (10) days of the end of each month.

The agency shall identify an individual to act as liaison with the EMS Division to ensure data quality control.

B. Final Report

Annual Narrative Report - The narrative report will include:

- 1) A description of program activities and results.
- 2) Identification of problem areas and corrective actions taken.
- 3) Anticipated needs for the upcoming year, and anticipated changes in service patterns. Indicate these needs or changes for each of the following categories with some indication as to relative priority of each:
 - a. communication
 - b. training
 - c. transportation
 - d. service
 - e. linkages with other EMS agencies

