



CONTRACT FACE SHEET

Document Type: [] Contract [] Franchise Agreement [] MOU [] Right of Way Use Agreement [x] Interlocal Agreement [] Lien [] Notice of Acceptance [] Correspondence [] Retainage [] Collective Bargaining Agreement

Status: [x] New [] Renewal [] Amendment [] Cancellation [] Change Order

*Vendor Name: KC. Dept of Public Health/EMS

*JDE PO Number: 910110-000

*Effective Date: 01/01/2009

*Termination Date: 12/31/2009

Amendment Effective Date: /

*Clerk's Receiving Number: 44095

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7885 02.17.2009

CIP Number: /

Project Name: 2009 Emergency Dispatch Training - TAX

Site Name: /

Vendor Number: 40315

File Location: 09-214

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

PD

Face Sheet Date: 03.26.2009 [Signature]

Scan/Index Date: 3-26-09 [Signature]

King County Contract No. D39119D
 Federal Taxpayer ID No. _____

This form is available in alternate formats for people with disabilities upon request.

**KING COUNTY CONTRACT FOR SERVICES WITH OTHER GOVERNMENT, INSTITUTION,
 OR JURISDICTION – 2009**

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/EMS
Contractor	City of Bellevue/Eastside Com Ctr
Project Title	Emergency Dispatch Training & TRP
Contract Amount \$	\$60,319.00- Sixty Thousand Three Hundred and Nineteen Dollars and Zero Cents
Contract Period	Start date: 01/01/2009 End date: 06/30/2009

THIS CONTRACT is entered into by KING COUNTY (the “County”), and City of Bellevue/Eastside Com Ctr (the “Contractor”), whose address is Bellevue City Hall, 7th Fl 450 110thAve NE, Bellevue, WA 98004.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
OTHER: Real Property Taxes-Current	\$60,319.00	1/1/09 to 12/31/09

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2009 Annual Budget.

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:

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Reporting Requirements
- Exhibit D: Invoice
- Exhibit E: Dispatch Performance Standards
- Exhibit F: Mission, Method, and Expectations
- Exhibit G: Certificate of Insurance and Additional Insured Endorsement

II. **Term and Termination**

- A. This Contract shall commence on 01/01/2009, and shall terminate on 06/30/2009, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the either party 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. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

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

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. 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.

- E. The Contractor may terminate this Contract upon seven (7) days written notice, should the County commit any material breach of this Contract.
- F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

- A. 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 of a signed invoice as set forth in Exhibit D that complies with the budget in Exhibit B.
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. 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.

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

V. Debarment and Suspension Certification

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

VI. Maintenance of Records/Evaluations and Inspections

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

necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

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

- C. 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.
- D. 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.
- E. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- F. The records and documents with respect to all matters covered by this Contract shall be subject at all time 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, unless a longer retention period is required by law.
- G. 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.
- H. 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)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Contractor

- 1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by law.
- 2. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by CFR Title 45, Section 164, Subpart C.
- 3. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract.
- 4. The Contractor agrees to report to King County Public Health Compliance Office any use or disclosure of protected health information not allowed under this Contract, or security incident, within two (2) days of the Contractor's knowledge of such event.

5. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of King County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
6. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.
9. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from King County, or created or received by the Contractor on behalf of King County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

VIII. Audits

- A. If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of \$500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.
- B. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for

all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.

- C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.
- D. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. Corrective Action

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 ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. Dispute Resolution

- A. 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.
- B. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a non-binding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. Any costs of the dispute board shall be split evenly between the two parties. The dispute board shall timely review the facts, Contract terms and applicable law and rules, and make its

determination. Provided that each party and the dispute board act in a timely manner, the parties agree not to seek legal or equitable relief in the courts until the dispute board renders its determination. Thereafter, either party may seek legal or equitable relief in the courts.

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 Duration of Contract or the Termination section.
- C. The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of

the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

B. Minimum Scope and Limits of Insurance

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Coverage shall be at least as broad as:

1. Commercial General Liability:

Insurance Services Office form number (CG 00 01 current edition or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**.

Minimum Limit: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Minimum Limit: \$1,000,000 per claim and in the aggregate.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the Contractor shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01 current edition or its equivalent) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

Minimum Limit: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

Minimum Limit: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability:

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

Minimum Limit: \$1,000,000

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies (Except Workers Compensation and Professional/Errors and Omissions)

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. (CG 2010 11/85 or its equivalent)
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.
- b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Municipal or State Contractor Provisions

If the Contractor is a Municipal Corporation or a Contractor of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be

attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. Insurance for Subcontractors

If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. All Coverages and Requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

XIII. Assignment/Subcontracting

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

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination.

XV. Nondiscrimination in Subcontracting Practices

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the Contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for

contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

- C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.
- D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which the Contractor may be subject to damages and sanctions provided for by Contract and by applicable law.

XVI. Conflict of Interest

- A. The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 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.

XVII. 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, is upon its purchase or receipt the property of the **County and/or federal/state government**.
- B. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

- C. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- D. The County will provide property tags so Contractor can mark property. The Contractor shall admit County staff to the Contractor's premises for the purpose of confirming property has been marked with County property tags. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XVIII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

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

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

XIX. 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.

XX. King County Recycled Product Procurement Policy

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXV. 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.

XXVI. 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.

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

KING COUNTY

City of Bellevue/Eastside Com Ctr

Tom Hearn
3/3/09 FOR
King County Executive

Carl Kevorian
Signature

3/3/09
Date

CARL KEVORIAN
NAME (Please type or print)

Tom Hearn
Division Manager
Emergency Medical Services

2/19/09
Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

PHSKC Contract # D39119D - Emergency Dispatch Training & TRP



**Public Health – Seattle & King County
King County Emergency Medical Services Division**

Emergency Medical Dispatch Contracts

**Exhibit A
Scope of Work - 2009
Eastside Communications Center**

Exhibit A designates the scope of work covered under this contract.

- I. **Identification Information**
 - A. Dispatch Center: Eastside Communication Center
 - B. Dispatch Center Administrator: Pam Heide
 - C. Agency Contract Monitor Name: Pam Heide
Phone: 425-452-2920
Fax: 425-452-7873
E-mail: pam.heide@bellevuewa.gov

- II. **Personnel**
 - A. Number of full time paid personnel: 53
 - B. Average hourly overtime rate for personnel: \$36.59
 - C. Average hourly straight time rate for personnel: \$24.39

- III. **Goals**
 - A. This funding is intended as reimbursement to the Agency for the following:
 1. EMD Continuing Education - Reimbursement for this training will be for either four hours or eight hours of training annually per call receiver/dispatcher at 100% reimbursement of actual cost (see Exhibit B – Budget) for detail. Reimbursement for staff able to take four hours of online training while on duty will be reimbursed only for four hours of classroom training.
 2. Telephone Referral Call Processing Costs - Reimbursement shall be based on one half of the agency usual call processing costs.
 - B. Funding is also provided if the agency meets annual Dispatch Performance Standards. Payment will be made quarterly for compliance with the Dispatch Performance Standards, as detailed in Exhibit E. These include standards related to Call Processing, Training, Data Collection and Quality Improvement. Details on reporting requirements to comply with the standards are outlined in Exhibit C, Reporting Requirements.

- IV. **The Agency shall:**
 - A. Comply with requirements of RCW 84.52.069 – Emergency medical care and service levies which requires EMS levy funds to be spent of EMS activities. “RCW 84.52.069, Item (5) Any tax imposed under this section shall be used only for the provision of emergency medical care or

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.” It is the responsibility of the agency to maintain accurate records and to survive an audit, if one is requested by Washington State, to demonstrate compliance with this RCW.

- B. Utilize the King County Criteria Based Dispatch Guidelines for the purpose of determining which level of response to dispatch to emergency medical incidents.
 - C. Refer non-urgent 911 calls to the consulting nurse line according to established Criteria Based Dispatch Guidelines.
 - D. Comply with all reporting requirements as outlined in Exhibit C.
 - E. Provide a contract monitor to maintain liaison with King County EMS Division on all contract funded activities.
- V. Seattle-King County Department of Public Health, Emergency Medical Services Division, shall:
- A. Reimburse to the Agency the average hourly wage for attendance of dispatchers/call receivers/supervisors at Continuing Medical Education. This reimbursement will be provided at 100% of the cost of the agency for sending personnel to Continuing Ed. Reimbursement for personnel who are being paid straight time while attending the classes will be made at the average hourly straight time wage for the agency. Reimbursement for personnel who are being overtime while attending the classes will be made at the average hourly overtime time wage for the agency. These amounts shall not exceed the amount budgeted for this purpose in Exhibit B - Budget. This contract does not cover reimbursement for wages for dispatchers who conduct the on-line training while on duty.
 - B. Reimburse to the Agency one half the agency call processing cost for each call referred to the TRP Program consulting nurse line.
 - C. Provide payment quarterly for compliance with the Dispatch Performance Standards as detailed in Exhibit E. Payment will be for compliance with all standards. Non-compliance with any one standard shall result in no payment for that calendar quarter.
 - D. Provide 8 hours of Continuing Medical Education for dispatchers/call receivers annually.
 - E. Provide a Project Manager to maintain liaison with the Agency regarding all contract funded activities.

Public Health – Seattle & King County

Emergency Medical Services Division

EXHIBIT B - BUDGET

Eastside Communications Center

January 1, 2009 – June 30, 2009

Item	Expense	Specifics/Rationale
<p>Training Reimbursement Two hours* of classroom Continuing Medical Education for 100% of call receivers/dispatchers/supervisors attending the courses offered.</p> <p>*Two hours of EMS On-line, web-based training will be conducted while on duty and reimbursement is not planned under this contract.</p>	<p>\$4,244.00</p>	<p>Reimbursement will be made on an average overtime hourly rate of \$36.59/hr and an average straight time rate of \$24.39/hr.</p> <p>Total of 58 employees. It is estimated that 100% of employees will attend at the overtime rate. Cost projections are as follows: 58 employees @ \$36.59 X 2 hours = \$4,244.00</p>
<p>TRP Transfers Reimbursement for 50% of the call processing cost for 911 calls transferred to the Telephone Referral Program.</p>	<p>\$7,125.00</p>	<p>Estimate 300 for six months, @ \$23.75 per call = \$7,125.00.</p>
<p>Dispatch Performance Standards</p>	<p>\$48,950.00</p>	<p>Payment will be made quarterly for compliance with Dispatch Performance Standards as identified in Exhibit E.</p>
<p>Total Budget</p>	<p>\$60,319.00</p>	

Revised 12/12/08

Public Health – Seattle & King County

Emergency Medical Services

EXHIBIT C – 2009 Contract Reporting Requirements

Eastside Communications Center

The Agency shall comply with the following reporting requirements during the contract period:

A. For reimbursement for CE Training costs:

- 1) A list of the names of the total number of dispatchers/call receivers attending CME training must be listed on Exhibit D, Invoice. This list may be the course roster as supplied by the King County EMD Program Coordinator attached to the invoice. This list must indicate whether each dispatchers/call receivers was paid overtime or paid straight time to attend the class or should note if they took the on-line training while on duty. This course roster or list must be submitted with the Contract Invoice (Exhibit D), no longer than 10 days following the end of the calendar quarter. No report is required if no EMD CE training was conducted during that quarter.
- 2) EMS Online training records will be monitored on EMS Online. Agency must keep the EMS Online roster current, as percentages of personnel trained will be validated against this roster.

B. For reimbursement of TRP Call Processing:

- 1) The EMS Division records for TRP call processing as provided by Evergreen Healthline will be the basis used for determining the call volume for calls transferred to TRP.

C. Records required for compliance with the Dispatch Performance Standards are as follows:

- 1) Use of CBD Software tool – this standard is required for all centers provided with CBD Software by King County EMS. Com Center must report quarterly on total number of CAD EMS calls recorded for each month. Compliance will be measured by taking the percentage of CBD calls recorded in the CBD Reporting Services based on total EMS calls per month reported by com center. 80% compliance is required.
- 2) Basic Training Attendance – Course attendance rosters will be obtained by the EMD Program Manager at each Basic Course. A copy of the roster will be given to the agency representative. A signed copy validating 100% attendance by

employees should be returned with the quarterly invoice. Students must attend the entire basic course unless an excused absence is agreed upon by the EMS Program Manager and the Agency Training Coordinator.

- 3) Continuing Education Classroom Attendance – Reporting is the same as for the Basic EMD Course.
- 4) Continuing Education EMS On-line Attendance – EMS Online Course completion records will be used for compliance. Agency must make sure that EMS Online employee rosters are current no later than March 1, 2009 and October 1, 2009.
- 5) Data Collection – Data Completeness reports prepared by KC EMS will establish compliance with the data collection standards. Data completeness reports will be run monthly for review by com centers, however, only the quarterly report will establish compliance. If the Data Completeness report does not show compliance with one of the five data elements, King County EMS will generate a report to the com centers showing which incidents are missing variables. Com centers must submit CAD generated data on the missing variables directly to EMS. King County EMS will coordinate with Com Centers and Fire Departments during the 1st quarter of 2009 to assure the accuracy of data in the EMS Data Completeness reports.
- 6) Remote Access by EMS Division – Compliance will be determined by the ability of KC EMS to access CAD data and Call recording data from KC EMS offices. If com centers are not able to comply due to lack of technology or RCW issues related to police information, a letter documenting these barriers must be received by EMS no later than March 1, 2009.
- 7) Quality Improvement – A quarterly QI summary of com center QI activities must be provided and must include the following information:
 - a) Total number of cases reviewed for Quality Improvement during the quarter;
 - b) A breakdown of cases reviewed by Chief Complaint;
 - c) A certification with signature by the EMS Coordinator, validating that 6 cases per employee were reviewed during the quarter.
 - d) A brief summary of trends found during the review, if any are identified.
 - e) A brief summary of training points to be addressed in future trainings, if any are identified.

Invoices must be mailed to Linda Culley, King County EMS, 401 Fifth Ave., Suite 1200, Seattle, WA 98104. All required reports described above must accompany invoice.

Public Health – Seattle & King County
Emergency Medical Services Division
2009 Emergency Medical Dispatch Contracts

Exhibit D – Invoice

Dispatch Center: _____ Invoice Date: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Submit Invoice to: Invoice to be submitted to Linda Culley, Section Manager, EMS Division, 401 Fifth Avenue, Suite 1200, Seattle, WA 98104. See Exhibit C for reporting date requirements.

Contract #: D39119D

Payment Terms: Net 30 Days

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against King County, and that I am authorized to authenticate and certify to said claim.

Agency Representative Signature

Date

Budget Category	Budget for Contract Period	Expenditures this report	Item/Description	Unit Price	Year to Date Expenditures (Include Current)	Balance Unexpended
Reimbursement for EMD CME training (Attach copy of class rosters or list of personnel trained)	\$ 4,244.00					
TRP Call Processing	\$ 7,125.00					
Dispatch Center Performance Standards	\$48,950.00					
TOTALS	\$60,319.00					

FOR SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH USE ONLY

Suffix	Org	Project	Option	Expense Account	Budget	Current Expense To be Paid	Year to Date Paid

APPROVED: _____

Program Monitor

Date

Public Health – Seattle & King County

Emergency Medical Services Division
 Exhibit E – 2009 Dispatch Performance Standards
 Eastside Communications Center

Standard Type	Specific Standard	Metric	Measurement Goal
Call Processing	Use of CBD Guidelines Software Tool (if KC EMS has made the software available to the com center).	% of total EMS calls handled monthly where CBD Software tool is: - opened properly; - an IDC code is selected; - the call is closed in a timely manner. Note: Proper use of vital points, pre-arrival instructions, etc., is still desired and will be addressed through QI.	80% use of the tool within 1 year of implementation at the center (go live date). Measurement is the percentage of tool use (as measured by KC EMS) compared to total # of CAD reported EMS calls per month.
Training	CBD Basic Training Successful completion of CBD Basic Training for all line employees answering 911 calls. Reciprocity: All new hires must attend a KC sponsored CBD course, regardless of previous training in Emergency Medical Dispatch. A sponsored course includes courses put on by KC EMS or WA State Criminal Justice Training Commission.	# of employees successfully completing course with an 80% or better passing score.	100% of new line employees and supervisors answering 911 calls will be trained.
	EMS Online EMD Continuing Education Successful completion of online CE modules for all line employees answering 911 calls.	# of employees listed in EMS online records as successfully completing the online course with 80% passing score. NOTE: Dispatch agencies will be required to keep their EMS Online rosters up to date, since this is where these records are maintained.	100% of line employees and supervisors answering 911 calls trained annually. NOTE: Employees on maternity leave or extended medical leave would be required to take the online training within 30 days after their return to work.
	In-classroom EMD Continuing Education Successful completion of in-classroom CE for all line employees answering 911 calls.	# employees in attendance at the completion of the class, per class rosters and instructor validation of full course attendance.	100% of line employees answering EMS calls trained annually. NOTE: Employees on maternity leave or extended medical leave would be required to take a make up class, if offered. It would be at the discretion of KC EMS whether to offer a make up class based on # of employees countywide who were unable to take it due to leave.

Standard Type	Specific Standard	Metric	Measurement Goal
Data Collection	<p>Ensure the following data elements are populated in CAD:</p> <ol style="list-style-type: none"> 1) Incident address 2) IDC codes 3) Alarm Time 4) Aid/Medic Dispatch Times 5) Geocode or lat/long 	<p>Data as reported on the KC EMS Data Completeness Report. Data completeness reports will be sent electronically to each com center on the 1st day of the 2nd month following the report. (i.e. a January report will be generated on March 1st. An aggregate report will be generated for each calendar quarter, i.e. the 1st quarter report will be generated on May 1st. Funding allocations will be based on quarterly reports.</p>	<p>Goals:</p> <ol style="list-style-type: none"> 1) Incident address 100% 2) IDC codes: 98% 4) Alarm Time: 100% 5) Aid/Medic Dispatch Times: 100% 6) Geocode: 98%
	<p>Provide King County EMS with electronic, remote access to CAD data from offices at King County EMS. (Unless RCW restrictions for police data prevent access or the technology is not available to do so. Com centers must make a reasonable effort to separate EMS calls from police calls, if feasible, in order to provide EMS data..)</p>	<p># of EMS calls available via CAD access.</p>	<p>CAD access to 100% of EMS calls made available to KC EMS.</p>
	<p>Provide KC EMS with electronic digital audio recordings of all EMS 911 calls, accessible from the EMS Offices.</p> <p>Eastside Com should be exempted from this requirement for the 1st 6 months of 2009, as this would require them to purchase new equipment which would be an unrealistic expectation, given the circumstances.</p>	<p># of call recordings available electronically via remote access</p>	<p>Call recording access to 100% of EMS calls made available to KC EMS.</p>
Quality Improvement	<p>Conduct internal case review on EMS 911 calls for the purpose of Quality Improvement.</p>	<p># of EMS calls for each employee reviewed for Quality Improvement quarterly.</p> <p>Topics for Continuing Ed training will be selected KC EMS and the Dispatch Review Committee. QI reviews will be conducted on calls for that training topic for the 6 months following each CE training. Periodically, the DRC may select another topic for review.</p>	<p>6 EMS calls for each employee shall be reviewed each calendar quarter (average 2 per month).</p> <p>Valley Com may consider the review of one call as a review for both the call receiver and the dispatcher on the call. POS/Enumclaw may use maximum calls per quarter per employee if the 6 call requirement is not met.</p>

Standard Type	Specific Standard	Metric	Measurement Goal
			Com Center staff will complete a quarterly Com Center QI report form and submit to KC EMS no later than 10 days following each calendar quarter. KC EMS and the DRC will develop this form.

EXHIBIT F

Mission, Method, and Expectations Public Health Program Activities Provided by Community Partners

A. Mission

- The overall mission of Public Health – Seattle & King County is to provide public health services that promote health and prevent disease to King County residents, in order to achieve and sustain healthy people and healthy communities.

B. Method

- One of the key methods that Public Health – Seattle & King County uses to support this mission and extend the reach of public health program activities is to engage in contractual partnerships with community based organizations. This partnering activity increases access to needed and mandated health services, and enables community partner agencies and the people they serve to benefit from service models that are informed by sound public health principles and practices. Community partner organizations, with the support of funds provided through this contractual relationship, extend Public Health's activities to promote population health, according to goals and outcomes determined under state and national performance standards.

C. Expectations

- Public Health expects that its community based contracting partners will perform contracted health services in accordance with the goals, performance measures, and accountability methods that are outlined in the program-specific exhibits that accompany this contract.
- Public Health will provide professional and technical assistance to community partner organization program staff in order to support the development and maintenance of strong and effective program services.
- Public Health and community partner organizations will collaborate in developing and performing program evaluation activities that will measure the effectiveness of program efforts, including efforts to measure the impact of program activities on the health status of residents of King County.



Post Office Box 90012 • Bellevue, Washington • 98009 9012

February 20, 2009

Jeffrey Brown, Contract Specialist II
Contract, Procurement and Real Estate Services
Public Health – Seattle & King County
999 Third Avenue, Suite 600
Seattle, WA 98104-4039

RE: D39119D – Dispatch Center Training and Call Processing Costs
Letter of Self-Insurance – City of Bellevue

Dear Mr. Brown:

I am providing you with this letter as evidence of the City of Bellevue's insurance coverage as required under the terms and conditions of the above contract. The City of Bellevue is a municipal corporation that fully self-insures its general, auto, and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Olsen".

Rick Olsen
Risk Management Specialist

cc: Carl Krikorian

**King County EMS Division
Dispatch Performance Standards Strategic Initiative
FINAL DRAFT**

Revised 11/7/08

2009 Dispatch Standards – Consensus has been reached by the Dispatch Performance Standards Group on all items in the below matrix.

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
Call Processing	Use of CBD Guidelines Software Tool (if KC EMS has made the software available to the com center)	% of total EMS calls handled monthly where Software tool is opened, an IDC code is selected and the call is closed is a timely manner. Proper use of the software, including use of vital points questions, pre-arrival instructions, etc., will be addressed through Quality Improvement. Standards in future years may include more rigorous adherence to the software functionality (i.e. use of Vital Points questions and pre-arrival instructions).	82% at ECC. 86% at Enumclaw 63% at POS Note: Enumclaw and POS use the Non CAD Integrated version QI activities linked to ability to review call processing info.	80% use of the tool within 1 year of implementation at the center (go live date) Measurement is the percentage of tool use (as measured by KC EMS compared to % of CAD reported EMS calls per month.	<ul style="list-style-type: none"> ➤ Call volume measurement; ➤ Call tracking; ➤ Expanded ability to perform QI using the Patient Evaluation Report, rather than needing to listen to tape recordings; ➤ Ability to track use of pre-arrival instructions, patient case history and Telephone CPR Instructions in cardiac arrest cases. ➤ Analysis of county-wide trends.
Training	CBD Basic Training Successful completion of CBD Basic Training for all line employees answering 911 calls. Reciprocity: All new	# of employees successfully completing course with an 80% or better passing score.	Unknown, but estimated to be a high percentage currently.	100% of new line employees answering 911 calls will be trained.	Full compliance with Basic CBD Training (32 hours in classroom) and the Online Anatomy and Physiology course.

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
	<p>hires must attend a KC sponsored CBD course, regardless of previous training in Emergency Medical Dispatch. A sponsored course includes courses put on by KC EMS or WA State Criminal Justice Training Commission.</p>				
	<p>EMS Online EMD Continuing Education Successful completion of online CE modules for all line employees answering 911 calls.</p>	<p># of employees listed in EMS online records as successfully completing the online course with 80% passing score. NOTE: Dispatch agencies will be required to keep their EMS Online rosters up to date, since this is where these records are maintained.</p>	<p>Unknown exact percentage, but estimated to be in the low 90th percentile</p>	<p>100% of line employees answering 911 calls trained annually. Note: Employees on maternity leave or extended medical leave would be required to take the online training within 30 days after their return to work.</p>	<p>Full compliance with completion of 4 hours annually of online CBD Continuing Education.</p>
	<p>In-classroom EMD Continuing Education Successful completion of in-classroom CE for all line employees answering 911 calls.</p>	<p># employees in attendance at the completion of the class, per class rosters and instructor validation of full course attendance..</p>	<p>Unknown exact percentage, but estimated to be in the low 90th percentile</p>	<p>100% of line employees answering EMS calls trained annually. Note: Employees on maternity leave or extended medical leave would be required to take a make up class, if offered. It would be at the</p>	<p>Full compliance with completion of 4 hours annually of in-classroom CBD Continuing Education.</p>

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
				<p>discretion of KC EMS whether to offer a make up class based on # of employees countywide who were unable to take it due to leave.</p>	
Data Collection	<p>Ensure the following data elements are populated in CAD:</p> <ol style="list-style-type: none"> 1) Incident address 2) IDC codes 3) Alarm Time 4) Aid/Medic Dispatch Times 5) Geocode or lat/long 	<p>Data as reported on the KC EMS Data Completeness Report. Data completeness reports will be sent electronically to each com center on the 1st day of the 2nd month following the report. (i.e. a January report will be generated on March 1st. An aggregate report will be generated for each calendar quarter, i.e. the 1st quarter report will be generated on May 1st. Funding allocations will be based on quarterly reports.</p>	<p>Current ranges.</p> <p>Alarm Time: 99 – 100%</p> <p>Aid Dispatch Time: 97-100%</p> <p>Geocode: 92-97 %</p> <p>IDC code: 93 – 100%</p>	<p>Goals:</p> <ol style="list-style-type: none"> 1) Incident address 100% 2) IDC codes: 98% 4) Alarm Time: 100% 5) Aid/Medic Dispatch Times: 100% 6) Geocode: 98% 	<p>Accurate data is extremely important in planning for EMS services, unit locations and conducting QI, research studies, etc.</p>
	<p>Provide King County EMS with electronic, remote access to CAD data from offices at King County EMS. (Unless RCW restrictions for police data prevent access or the technology is not available to do so. Com centers must make a reasonable effort to</p>	<p># of EMS calls available via CAD access.</p>	<p>Status as of 11/7/08</p> <ol style="list-style-type: none"> 1) Eastside Com – Access to CAD via VisiNet granted and available. 2) Valley Com – Permission granted for access to CAD data, IT details being worked out. 	<p>CAD access to 100% of EMS calls made available to KC EMS.</p>	<p>This information is vital to conducting QI and research activities in a timely manner. It currently takes KC EMS 2-4 months to obtain CAD data.</p>

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
	<p>separate EMS calls from police calls, if feasible, in order to provide EMS data..)</p>		<p>3) POS – Ability exists with I-CAD application, permissions being reviewed by POS. 4) Enumclaw – Permissions not granted outside Police environment. Enumclaw Fire Department does not have access to CAD data.</p>		
	<p>Provide KC EMS with electronic digital audio recordings of all EMS 911 calls, accessible from the EMS Offices. Eastside Com should be exempted from this requirement for the 1st 6 months of 2009, as this would require them to purchase new equipment which would be an unrealistic expectation, given the circumstances.</p>	<p># of call recordings available electronically via remote access</p>	<p>1) Eastside Com – No technology exists to provide access to audio recordings. 2) Valley Com – Permission granted for access, IT details being worked out. 3) POS – Ability exists with a software application, permissions being worked out. 4) Enumclaw - No electronic access available at this time. Still researching possibilities.</p>	<p>Call recording access to 100% of EMS calls made available to KC EMS.</p>	

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
Quality Improvement	Conduct internal case review on EMS/911 calls for the purpose of Quality Improvement.	# of EMS calls for each employee reviewed for Quality Improvement quarterly. Topics for Continuing Ed training will be selected KC EMS and the Dispatch Review Committee. QI reviews will be conducted on calls for that training topic for the 6 months following each CE training. Periodically, the DRC may select another topic for review.	Varies by agency.	6 EMS calls for each employee shall be reviewed each calendar quarter (average 2 per month). Valley Com may consider the review of one call as a review for both the call receiver and the dispatcher on the call. POS/Enumclaw may use maximum calls per quarter per employee if the 6 call requirement is not met. Com Center staff will complete a quarterly Com Center QI report form and submit to KC EMS no later than 10 days following each calendar quarter. KC EMS and the DRC will develop this form.	
	Appropriate dispatch of units per CBD Guidelines. This standard is tabled until the 2009 standards year. As more com	Considerable discussion of this standard was conducted over the course of the work group meetings (see minutes). Measures such as ALS Cancelled Alarms (oversends), ALS Request from Scene (undersends), etc. were vetoed by			

Standard Type	Specific Standard	Metric	Current Measurement – Why is improvement desired?	Measurement Goal	Desired Outcome
	<p>centers have the ability to use the CBD Software Tool, it will be easier to address this standard of compliance with the CBD Guidelines</p>	<p>the group as measurements since there are other factors involved that are outside the control of the center, such as decisions made by EMTs and paramedics.</p> <p>Group consensus is that the only way to monitor true adherence to the CBD Guidelines is by doing Quality Improvement by call review on a case by case basis.</p>			

City of
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

February 5, 2009

Linda Culley, Section Manager
EMS Division
Public Health – Seattle & King County
401 – 5th Ave., Suite 1200
Seattle, WA 98104

RE: City of Bellevue Letter of Self-Insurance
D39119D – Dispatch Center Training and Call Center

Dear Ms. Culley:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in black ink that reads "Joanne Nicolai". The signature is written in a cursive, flowing style.

Joanne Nicolai
Risk Manager

cc: Pam Heide

Contract, Procurement and Real Estate Services (CPRES)

401 Fifth Avenue, Suite 1300
Seattle, WA 98104-1818
206-263-8747 Fax 206-296-0629
TTY Relay: 711
www.kingcounty.gov/health

Public Health 
Seattle & King County

March 4, 2009

Pam Heide
City of Bellevue Eastside Communications Center
Bellevue City Hall 7th Floor 150
110th Avenue NE
Bellevue, WA 98004

RE: D39119D – Emergency Dispatch Training & TRP

Dear Pam Heide:

Enclosed is your fully signed copy of the referenced contract. We have retained a copy of the contract for our records. If you have any questions about the program, budget or reporting requirements, please contact your Program Monitor, Mary Won, at (206) 263-8675. If you have any other questions, please call me at (206) 263-8744.

Sincerely,



Jeff Brown
Contract Specialist II
Grant & Contract Services

JB: eg

Enclosure: D39119D – Emergency Dispatch Training & TRP
cc: Mary Won

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7885

A RESOLUTION authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health, for a training and performance standards revenue agreement providing for receipt of up to \$60,319.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Seattle-King County Department of Public Health, for a training and performance standards revenue agreement providing for receipt of up to \$60,319, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this 17th day of February, 2009, and signed in authentication of its passage this 17th day of February, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Resolution 7885

Page 3

Item 8 (h.)

Agenda

p1 of

City Council

Regular Session

TUESDAY
February 17, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral
Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
 - (a) Youth Link Board (*no packet materials*)
5. Report of the City Manager
6. Council Business and New Initiatives
7. Approval of the Agenda

PARK
Helena
Stephens

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

8. Consent Calendar
- (a) Minutes of January 20, 2009 Study Session 8a-1
 Minutes of January 20, 2009 Regular Session
- (b) Resolution No. 7878 authorizing execution of a Settlement Agreement and Release of Claims with Loyd C. Moore transferring title of a portion of 105th Avenue SE and SE 8th Street and settling the quiet title action filed in King County Superior Court, cause number 08-2-38871-9SEA. CAO 8-1
- (c) Resolution No. 7879 adopting the City of Bellevue 2009 Federal Legislative Agenda. CMO 8-5
- (d) Motion to approve payment of claims for the period January 31, 2009 through February 13, 2009 and payroll for the period January 16, 2009 through January 31, 2009. FIN 8-19
- (e) Resolution Nos. 7880, 7881, 7882 authorizing execution of 3 two-year professional services agreements with R. Lee Springer, Anthony Kopczyński and Roberto de las Alas, in a combined contract amount not to exceed \$332,000 with an option to renew for an additional two years, to perform audits of businesses to determine compliance with the tax chapters of the Bellevue City Code. FIN 8-21
- (f) Resolution No. 7883 authorizing execution of a contract with Braun Northwest, Inc., in an amount not to exceed \$176,951.37, to purchase one Advanced Life Support (ALS) medic unit. FIRE 8-31
- (g) Resolution No. 7884 authorizing execution of Fiber Optic Project Agreement #42, for the installation of fiber optic cable in the right of way in the City of Renton as part of the fiber optic network infrastructure around Lake Washington, said agreement being an amendment to the Interlocal General Terms and Conditions for Sharing of Fiber Optic Installation Projects, with the City of Kirkland, the Lake Washington School District, and the University of

Washington, approved October 20, 2003, Resolution No. 6911.

Page

- | | | | |
|-----|---|------|-------------|
| * * | (h) Resolution No. 7885 authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health, for a training and performance standards revenue agreement. | POL | <u>8-41</u> |
| | (i) Resolution No. 7886 authorizing execution of a Facility Relocation Agreement with Puget Sound Energy, in an estimated amount not to exceed \$57,650, to relocate existing underground electrical facilities associated with the Northup Way Roadway Improvements Project (CIP Plan No. PW-R-133). | TRAN | <u>8-45</u> |
| | Motion to award Bid No. 9002, Northup Way Roadway Improvements – 120 th Avenue NE to 124 th Avenue NE to Northwest Construction Inc., in the amount of \$3,689,960, as the lowest responsive bidder (CIP Plan No. PW-R-133). | | |
| | (j) Motion to award Bid No. 9014, 2009 ADA Ramp Upgrade and Sidewalk Repair Project, to Dennis R. Craig Construction, in the amount of \$511,622.00, as the lowest responsible and responsive bidder (CIP Plan Nos. PW-M-1 and PW-M-3). | TRAN | <u>8-55</u> |
| | (k) Ordinance No. 5857 establishing a “No Parking Anytime” zone on both sides of SE 28 th Place from Richards Road, east 270 feet to the end of the street, and from there 75 feet north to the end of the street right-of-way. | TRAN | <u>8-63</u> |
| | (l) Motion to award Bid No. 9009, Wilburton Neighborhood Traffic Calming Project to Dennis R. Craig Construction, Inc., in the amount of \$77,882.00, as low bidder to install four patterned brick entry treatments, three speed humps, and one circular speed hump in the Wilburton neighborhood. | TRAN | <u>8-69</u> |
| | (m) Resolution No. 7887 authorizing execution of a five-year lease agreement, with an automatic five-year | UTIL | <u>8-75</u> |

extension, with T-Mobile West Corporation at the Woodridge Water Reservoir Site, located at 1843 125th Avenue SE, Bellevue.

(n) Motion to award Bid No. 8298 for AC Water Main Replacement (2009) – Phase 1, to Nor Tec Construction, Inc., in an amount not to exceed \$617,477.23, as low bidder (CIP Plan No. W-16). UTIL 8-81

(o) Resolution No. 7888 authorizing execution of a one-year agreement with Ball Janik LLP, with an option to renew for one additional year, for a total two-year amount not to exceed \$136,300, for federal lobbying services. CMO 8-87

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a) 2008 Comprehensive Plan Amendments PCD 11-1
Matt Terry
Dan Stroh
Paul Inghram
(Previously discussed with Council on January 5; January 20, February 2, and February 9, 2008.)

Ordinance No. 5858 relating to the Comprehensive Plan of the City of Bellevue, as required and adopted pursuant to the Growth Management Act of 1990, as amended (Chapter 36.70A RCW); adopting 2008 amendments to the Comprehensive Plan known as the Bel-Red CPA: amending the Bel-Red/Northrup Subarea Plan by replacing it with a new Bel-Red Subarea Plan with new text, policies, maps and project lists; amending the boundaries of the Crossroads and Wilburton/NE 8th Street Subareas to align with the new Bel-Red Subarea; amending the Transportation Element to add a new mobility management policy related to the BNSF corridor, and to modify the Mobility Management Areas and the Level of Service standards in Figure TR.1 and Table TR.1 respectively for consistency with the new Bel-Red Subarea Plan; adding new definitions to the Glossary; and establishing an 11-51

p 6 of 6

Page

(Planning Commission recommends approval.)

Ordinance No. 5862 relating to the Comprehensive Plan of the City of Bellevue, as required and adopted pursuant to the Growth Management Act of 1990, as amended (Chapter 36.70A RCW); and as adopted pursuant to Chapter 35A.63 RCW, adopting the city's 2008 amendments to the Comprehensive Plan as separately set forth in Ordinance Nos. 5858, 5859, 5860, and 5861; and establishing an effective date.

11-183

(Planning Commission recommends approval.)

12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

effective date.

(Planning Commission recommends approval.)

Ordinance No. 5859 relating to the Comprehensive Plan of the City of Bellevue, as required and adopted pursuant to the Growth Management Act of 1990, as amended (Chapter 36.70A RCW); adopting 2008 amendments to the Comprehensive Plan, known as the Sambica CPA, amending the Glossary and the Newcastle Subarea Plan; and establishing an effective date.

11-105

(Planning Commission recommends approval.)

Ordinance No. 5860 relating to the Comprehensive Plan of the City of Bellevue, as required and adopted pursuant to the Growth Management Act of 1990, as amended (Chapter 36.70A RCW); adopting 2008 amendments to the Comprehensive Plan, known as the Coal Creek Urban Growth Boundary CPA, amending the Annexation Element and the Newcastle Subarea Plan; and establishing an effective date.

11-111

(Planning Commission recommends approval.)

Ordinance No. 5861 relating to the Comprehensive Plan of the City of Bellevue, as required and adopted pursuant to the Growth Management Act of 1990, as amended (Chapter 36.70A RCW); adopting 2008 amendments to the Comprehensive Plan known as the Pedestrian and Bicycle Transportation Plan Update CPA, amending existing pedestrian and bicycle transportation policies in the Transportation Element and adding a new Goal statement to the Pedestrian and Bicycle Transportation subsection, amending Figures TR-11 and TR-12, amending Policy UD-53 in the Urban Design Element and Policy PA-21 in the Parks, Open Space and Recreation Element, amending existing policies and adding new policies in the Pedestrian and Bicycle Transportation Facility Plan, amending the project list and maps in the Pedestrian and Bicycle Transportation Facility Plan; and establishing an effective date.

11-117

CITY COUNCIL AGENDA MEMORANDUM

Subject: Resolution No. 7885 authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health for a training and performance standards revenue agreement.

Fiscal Impact: This is a \$60,319 revenue agreement, of which \$11,369 is directed toward reimbursement of Bellevue's emergency communications dispatcher overtime costs from attending mandatory training. The remaining \$48,950 is unanticipated revenue to the City, contingent upon Bellevue dispatchers meeting certain King County Emergency Management performance standards during the first six months of 2009.

Staff Contact: Linda Pillo, Police Chief 452-4334
Bruce Vestal, Deputy Chief 452-4333
Carl Krikorian, Fiscal Manager 452-6961
Police Department

POLICY CONSIDERATION

Should the City accept \$60,319 from the Seattle-King County Department of Public Health for overtime reimbursement and achievement of performance standards?

BACKGROUND

For a number of years, King County Public Health has reimbursed the Bellevue Police Department for overtime costs associated with its dispatchers attending mandatory training courses on call-taking and the transferring of calls to the Telephone Referral Program. These reimbursements have always amounted to less than \$15,000 annually.

This year, because of a strategic initiative included in the recently adopted King County EMS levy, funding is available for meeting specific performance standards, devised by representatives of all King County communications centers, King County Emergency Management, the County's Medical Program Director, and other key emergency committee personnel. This group not only came up with specific performance standards for King County communications centers, but also a quarterly funding allocation methodology for those agencies that meet the standards.

There are nine specific standards grouped among these general standard types: Call Processing, Training, Data Collection, and Quality Improvement. Of the nine specific standards, the Bellevue Communications Center already meets or exceeds the requirements in eight. It fully intends to meet all nine standards during the first six months of 2009 while it is still a City of Bellevue agency, in order to maximize the amount of revenue received. It also intends to continue meeting the standards when it transitions to NORCOM on July 1, 2009.

The total pool of funding to be allocated among Bellevue's Communications Center, Enumclaw Police Department, Port of Seattle Police Department, and ValleyCom is \$246,444. Using a straight percentage allocation based on call volumes, Bellevue's Communications Center is eligible for \$97,900 for the full year of 2009. For the period of January 1, 2009 through June 30, 2009, Bellevue is eligible for half of this amount. For the remainder of the year NORCOM is eligible for the balance.

EFFECTIVE DATE

If approved by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 7885 authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health for a training and performance standards revenue agreement.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7885 authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health for a training and performance standards revenue agreement.

MOTION

Adopt Resolution No. 7885 authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health for a training and performance standards revenue agreement.

ATTACHMENTS

Proposed Resolution No. 7885

AVAILABLE IN COUNCIL OFFICE

Draft Agreement and Performance Standards

2099-RES
2/2/2009

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7945

A RESOLUTION authorizing execution of an Interlocal Agreement with the Seattle-King County Department of Public Health, for a training and performance standards revenue agreement providing for receipt of up to \$60,319.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Seattle-King County Department of Public Health, for a training and performance standards revenue agreement providing for receipt of up to \$60,319, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2009, and signed in authentication of its passage this _____ day of _____, 2009.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 44095 Date: 03-20-09 Loc: 09-214 PO #: 910110-000
Res 7885

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Communication Center Training, Call Processing, and Standards
Contract Description: KCPH will reimburse COB for overtime training expenses and for achievement of performance stds
Total Contract Value: -\$60,319.00
This Amendment Value:

Department: Police - 593
Contract Manager: Carl Krikorian
Contract Type: Interlocal Agreement (ILA)
Contract Form: Vendor contract document
Budget Expenditure: Revenue

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Dept of Public Health
JDE Vendor Number: 40315
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #:
Contractor's License #:

Contract Terms:

Original Effective Date: 01/01/2009 **End Date:** 12/31/2009 **Subject To:** No Renewal
06-30-2009 per pg 1 and p 2 (C)

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? YES
Council Award Date: FEB 17, 2009 **Council Action:** Res ORDINANCE **Legislative #:** 7885

Route:

		In	Out
Contracting Services:	<u>M. Schwab</u>	<u>1/30/09</u>	<u>2/4/09</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>2/4/09</u>	<u>2/4/09</u>
Insurance Reviewed By:	<u>Jeanne Nicolai</u>	<u>2/5/09</u>	<u>2/5/09</u>
Department Director:	<u>[Signature]</u>	<u>2/19/09</u>	<u>2/19/09</u>
Contracting Services:	<u>M. Schwab</u>	<u>3/10/09</u>	<u>3/10/09</u>
Return To:	Carl Krikorian		
City Clerk's Office:	<u>Chaugen</u>	<u>03-20-09</u>	<u>03-26-09</u>

9/0/10-000

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Training Reimb - KCPH	06/30/2009	31530.514500.2880	-\$11,369.00	No	-\$11,369.00
2	Call Standards Achiev...	06/30/2009	100.338280.0004	-\$48,950.00	No	-\$48,950.00

Additional Comments:

The call standards portion is conditional upon achievement of a multitude of E-911 standards

CONTRACT REVIEW CRITERIA

910110-000

Contract Title: Communication Center Training, Call P... **Vendor Name:** King County Dept of Public Health

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Reviewed

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*

Letter of Self Insurance attached