

**FDCARES, Emergency and Basic Life Support Ambulance Services Agreement
between the Renton Regional Fire Authority and Tri-Med Ambulance, LLC.**

This Agreement is made this 1ST DAY OF APRIL, 2017, ("the Effective Date"), by and between the Renton Regional Fire Authority, a Washington municipal corporation ("the RFA"), and Tri-Med Ambulance, LLC, a limited liability corporation, ("the Contractor").

RECITALS

1. The Renton RFA is the first responder for all 9-1-1 calls and performs triage and interrogation of all patients that utilize the 9-1-1 system within the areas served by the RFA.
2. Advanced Life Support ("ALS") services within the RFA are provided by King County Medic 1.
3. The RFA operates a community assistance referrals and education services program ("FDCARES") designed to serve the community by reducing the need for emergency services (Executive Summary of FDCARES Program attached as Exhibit D).
4. The Contractor recognizes the value of the FDCARES program, supports the FDCARES program and intends to work cooperatively with the RFA to expand and develop the FDCARES program.
5. The RFA desires to enter into an Agreement with the Contractor to provide backup Basic Life Support ("BLS") transport services 24 hours per day, 365 days per year within the RFA's Service Area as defined in section 2.14 and Exhibit A. **The BLS transport service shall be provided when requested by the RFA, with the understanding that a Renton Regional Fire Authority Aid Unit is the primary means of patient transport.**

AGREEMENT

1. **Term.** The term of this Agreement shall be three (3) years from the effective date of APRIL 1ST, 2017. The RFA, at its sole discretion, may renew this Agreement for two (2) additional one (1) year terms, each upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.
2. **Definitions.** For purposes of clarity and consistency, the following terms shall have the following meanings in this Agreement, unless the context clearly requires a different meaning.
 - 2.1 "Ambulance Unit" means the vehicle and personnel provided by the Contractor responding to a request for BLS service.
 - 2.2 "At Scene Time" means the point in time when the ambulance unit reports it is physically stopped at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials/violent crime incidents, or non-secured scenes, "at scene time" shall be the point in time the ambulance unit reports it has arrived at the designated staging location. In instances when an ambulance unit fails to report when it has arrived "at scene," "at scene time"

shall mean the point in time of the first communication or status transmission from the scene by that ambulance unit.

- 2.3 "The RFA" means the Renton Regional Fire Authority.
 - 2.4 "City" means the City of Renton.
 - 2.5. "Contract Administrator" shall mean the RFA's Fire Official.
 - 2.6 "Contractor" means TriMed Ambulance, LLC or any approved successors and assigns of TriMed Ambulance, LLC.
 - 2.7 "Emergency and Non-Emergency BLS Services" means basic life support services provided in support of Renton RFA, which are the subject of this Agreement.
 - 2.8 "Fire Department" or "Department" means the Renton Regional Fire Authority.
 - 2.9 "Fire Official" means the Fire Chief or the Fire Chief's designee.
 - 2.10 "Incident Commander" means the Renton RFA person in charge of the emergency response at an incident.
 - 2.11 "Performance Standards" are those standards as required in section 5 of the Agreement.
 - 2.12 "Region" means the geographical boundaries of King County, Washington.
 - 2.13 "Request Received" means the point in time when the incident address is confirmed by the Contractor's dispatcher.
 - 2.14 "Response Time" means the time interval from the time when the Contractor's dispatcher receives a request for service to the time an ambulance unit arrives at the scene of the incident.
 - 2.14 "RFA Service Area" means the areas described and defined in Exhibit A.
 - 2.15 "Unit Hours" means amount of time calculated in hours that a fully staffed and equipped apparatus is available for service.
3. **Business Licensing and Ch. 5.11 of the Renton City Code.** Ch. 5.11 RCC, as now enacted or hereafter amended, shall apply for the duration of this Agreement for services provided in City limits. The Contractor shall obtain and maintain a City business license and shall meet all conditions of Ch. 5.11 RCC throughout the duration of this Agreement. A true and correct copy of Ch. 5.11 RCC, as currently enacted, is attached as Exhibit B.
4. **Volume of Business.** The RFA is the primary provider of BLS transports in the RFA Service Area and does not guarantee a volume of business. Actual volume will depend upon demand for services and the Contractor's performance.

5. Scope of Services – Performance Standards.

5.1 RFA Service Area. The Contractor shall provide backup BLS transport services for the RFA Service Area as defined in Exhibit A of this Agreement.

5.2 Patient Care Performance.

5.2.1 Standards. The Contractor shall continuously meet or exceed the patient care performance standards as provided by State law and the most current King County Patient Care Guidelines for Basic Life Support. Additionally, the Contractor shall have its own Medical Direction Program. In the event there are conflicts among these standards, the controlling standard shall be State law, then the King County Patient Care Guidelines, and then the Contractor's Medical Direction Program.

5.2.2 Transport Protocols. The Contractor shall adhere to RFA transport protocols for services performed under this Agreement.

5.2.2.1 The Contractor agrees that it is the responsibility of the RFA to provide rapid initial BLS response and transport to all requests for medical assistance and advanced field life support to medical emergencies within the RFA Service Area. Except when authorized by the RFA, the Contractor shall not provide rapid initial BLS response and transport or advance life support to medical emergencies within the response area.

5.2.2.2 When the Contractor arrives at an incident scene in response to an RFA request, the Contractor's personnel shall report to the incident commander, or his/her designee, in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by the RFA.

5.2.2.3 The Contractor shall immediately request the services of the RFA and, if appropriate, King County Medic 1, if the Contractor receives a citizen request for emergency medical assistance. In the event that a non-life-threatening emergency being handled by the Contractor becomes an emergency requiring the services of a BLS or ALS technician, the Contractor shall immediately request the services of the RFA.

5.2.3 Liquidated Damages. In the event the Contractor fails to meet or exceed patient care performance standards and transport protocols, the Contractor shall pay the RFA liquidated damages as described in section 8.

5.2.4 Patient Care Performance Standards Monitoring. The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Pre-hospital Care Reports (PCRs), Against Medical

Advice summary audits (AMAs), and ambulance response failure/unusual occurrence forms. Such documents shall be made available to the RFA upon request. The Contractor shall provide to the RFA by the 10th day of each calendar month a report summarizing its patient care performance during the preceding month. Monthly during the first three months of operation, and quarterly thereafter, the Contractor and the RFA shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance on the part of the Contractor or the RFA. Tri-Med must maintain a commitment to work with the Renton RFA and other King County Zone 3 departments to work towards the implementation of ESO software for patient care reporting. This will be done in an effort to allow patient care reporting to remain consistent amongst all agencies and provide the best patient outcomes and feedback possible.

5.3 Response Time Performance.

5.3.1 Standards. Every calendar month, the Contractor shall meet or exceed the following standards within the RFA Service Area as set forth in Exhibit A. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the Contractor's computer- aided dispatch (CAD) system.

5.3.1.1 Emergency Incident Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all requests within 17 minutes, 59 seconds in the "code yellow" status. If requested "code red" from time of dispatch, the Contractor shall respond to ninety percent (90%) of all requests within 12 minutes, 59 seconds.

5.3.2 Liquidated Damages. In the event the Contractor's response time does not fall within the emergency incident response performance standard, and the RFA does not grant an exemption to the delay or non-response, the Contractor shall pay to the RFA liquidated damages as described in section 8.

5.3.3 Performance Incentive. During a calendar month and in the event the Contractor meets or exceeds a ninety-five percent (95%) response rate in the RFA Service Area, the RFA shall waive liquidated damages described in section 8.1 and 8.2 for that month, provided that during that month the RFA has not performed BLS transport due to the Contractor exceeding the maximum response time, failing to respond, failing to properly staff or equip unit, failing to report on-scene, or for mechanical failure.

5.3.4 Exemption to Response Time Performance Standards. The Contractor may apply and the RFA may grant exemptions to response time performance standards in situations beyond the Contractor's control that cause unavoidable delays or no response. The RFA shall examine each request for exemption and shall take into consideration the Contractor's staffing levels, dispatch times, in-

service times, traffic, street blockages, severe weather, and other influencing factors. If the RFA determines the circumstances warrant, the RFA shall grant an exemption of the response from the performance standards. To be eligible for such an exemption, the Contractor shall apply for the exemption with supporting documentation no later than the month following the month of the occurrence. The following subsections describe situations wherein the RFA may grant an exemption.

- 5.3.4.1 Multiple Unit Response. In the event two (2) or more units are simultaneously committed to one (1) incident, the first arriving unit shall be held to the response time standard. RFA shall grant an exemption for each unit starting with the second unit provided the additional units arrive at the scene within 20 minutes.
- 5.3.4.2 Concurrent Responses. In the event three (3) or more units are simultaneously committed to one (1) incident, and two (2) or more additional units are concurrently responding to at least two (2) other separate incidents, RFA shall grant an exemption for each unit starting with the third unit.
- 5.3.4.3 Declared Disaster. In the event an emergency is declared as defined by Ch. 43.06 RCW, RFA shall grant an exemption for all units during the declared emergency.
- 5.3.4.4 Canceled Request. In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, RFA shall grant an exemption.
- 5.3.4.5 Response Location Errors. In the event RFA provides an inaccurate address, or if the location does not exist, RFA shall grant a response time exemption, except if the incorrect response is the result of an error made by Contractor's personnel, in that event RFA shall not grant an exemption.
- 5.3.4.6 Response Location Change. In the event RFA changes the incident location and the change delays the unit's response time because the unit must reroute farther than one (1) city block to respond to the call, RFA shall grant an exemption.
- 5.3.4.7 Response Delayed by Accident. In the event the unit is involved in an accident and cannot continue to respond to the call, RFA will grant an exemption provided the accident is not the fault of the ambulance unit.
- 5.3.4.8 Response Requested to Area Outside RFA Service Area. In the event the RFA requests the Contractor respond to an area outside of the RFA Service Area, RFA shall grant an exemption to the Emergency Response Performance Standard on the condition that the

Contractor use diligence to respond to the scene within a reasonable time.

- 5.3.5 Response Time Performance Monitoring. The Contractor shall provide to the RFA by the 10th day of each calendar month, a report detailing its response time performance for the RFA Service Area, as designated in Exhibit A, during the preceding month and any applications for exemptions. The Contractor shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. The Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the RFA with a summary of such corrective actions.
- 5.4 Inquiries and Complaints. The Contractor shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. The Contractor shall provide to the RFA by the 10th day of each calendar month a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the RFA upon request. Any complaint received by the RFA shall be forwarded to the Contractor for action, and the Contractor shall forward the disposition of the incident to the RFA within twenty-one (21) days of receipt.
- 5.5 Dispatch and Communications.
 - 5.5.1 Contractor's Dispatch/Communications Equipment and Personnel. The Contractor shall furnish, operate, maintain, and replace or upgrade its dispatch and communications equipment, radios, telephone equipment, computer-aided dispatch system equipment, including hardware and software, and all other equipment and software necessary for its provision of emergency BLS services.
 - 5.5.2 Computer-Aided Dispatching. The Contractor shall utilize a CAD system to record dispatch information for all requests for services. The Contractor's CAD system shall generate, either automatically or through manual entry, a dispatch record using generally accepted coding conventions and time-stamping rules. The RFA may require dispatch information to be provided digitally for integration and review. The Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner that meets or exceeds all federal, state, and local requirements, including the RFA's policies and procedures.
 - 5.5.3 Dispatch Communications. The Contractor shall record and maintain for a minimum of 365 days audio recordings of all radio and telephone communications with and between persons or agencies requesting ambulance service, its units, personnel, and the Valley Communications Center, including time track. Such recordings and records shall be made available to the RFA upon request.

- 5.5.4 Emergency Alerting Devices. The Contractor shall equip each ambulance unit with installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one (1) portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.
- 5.5.5 The Contractor shall not refuse to transport any person, when such person is determined by the RFA Incident Commander to fall under the category of having a life-threatening, potentially life-threatening, or other medical emergency. Charges for services shall be made only to a patient actually transported by the Contractor. Under no circumstances shall the RFA have any liability whatsoever for the Contractor's transportation of the patient, or cost incurred by the Contractor whether or not they transport.
- 5.5.6 The Contractor shall transport a patient to the nearest hospital capable of providing the needed emergency medical services, or to a hospital of the patient's choice. If a specific hospital is designated by Hospital Control in a multiple casualty incident or by a paramedic or higher medical authority at the scene of the emergency, the Contractor shall transport the patient to that facility. All patients may be transported to area hospitals by RFA aid units, medic units, or ambulances as determined by the RFA Incident Commander.
- 5.5.7 The Contractor shall not install or operate any device or means on its units that can be utilized to control traffic signaling devices, including, but not limited to, Opticom.
- 5.6 Vehicle Markings and Advertising Restrictions. Markings on ambulance units shall not include seven (7) or ten (10) digit phone numbers or other advertising. The only telephone number allowed is "9-1-1". The Contractor's standard logo, including its name, is permitted. Temporary display applications must be approved by the RFA prior to use.
- 5.7 Equipment Maintenance.
- 5.7.1 The Contractor shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, onboard equipment, supplies, and facilities used by the Contractor in performance of its work.
- 5.7.2 All equipment and supplies used by the Contractor must meet and comply with all standards established by federal, state, and local laws, rules, and regulations.
- 5.7.3 The Contractor shall be responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

5.8 Contractor's Personnel.

5.8.1 Staffing. For each ambulance unit responding to requests for BLS service, the Contractor shall have at least two (2) personnel who are certified and accredited as Emergency Medical Technicians-B ("EMT-B").

5.8.2 Character and Competence of Personnel. The Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent and shall hold all required licenses, permits and certificates in their respective trades or professions. The Contractor's personnel shall wear uniforms that clearly identify the Contractor's business name as well as the name of the particular employee. All personnel shall have a neat, clean appearance; shall be courteous to patients; shall refrain from unprofessional conduct or the use of foul language; and shall abide by all applicable federal, state, and City laws and regulations. The RFA may demand the removal of any employee or subcontractor of the Contractor, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under this contract without the written consent of the RFA.

5.9 Major Emergency and Disaster Response within the RFA Service Area.

5.9.1 Major Emergency or Disaster Declared. In the event the Mayor or Fire Official determines there is a major emergency or disaster, the RFA may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor shall commit such resources as are requested by the RFA, given the nature of the incident, and shall assist in accordance with applicable disaster plans and protocols.

5.9.2 Response Time Performance Standards. The Contractor shall be released by the RFA from response time performance standards and liquidated damages, until notified by the RFA, that such disaster assistance may be terminated, provided that the Contractor shall use due diligence to respond to the scene in an expeditious manner.

5.9.3 RFA – First Priority. The Contractor acknowledges that the RFA is entering into an Agreement with the Contractor for the benefit of the public. The Contractor shall consider the RFA as a customer of its first priority and shall make its best effort to provide emergency and non-emergency BLS services to the RFA in a timely manner. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or major emergency and disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

5.9.4 Major Emergency or Disaster Terminated. When major emergency or disaster assistance has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

- 5.10 Incident Response to Other Local Jurisdictions. In the event the RFA Fire Official determines an incident affects a local or neighboring jurisdiction, the RFA may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor may commit such resources as are requested by the RFA, given the nature of the incident, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

Normal (i.e., not disaster related) mutual aid or multi-casualty incident assistance rendered by the Contractor shall be performed in accordance with approved instant aid/mutual aid agreements, and EMS agency policies and procedures. In the course of rendering such instant aid/mutual aid services, the Contractor shall not automatically be exempt from response time standards otherwise imposed by this Agreement. The Contractor shall manage any response to such instant aid/mutual aid requests in a manner that does not jeopardize the Contractor's ability to render response time performance as required herein.

5.11 Inspections.

- 5.11.1 Examination and Audit of Records. At any time during normal business hours and as often as may reasonably be deemed necessary, RFA representatives and the EMS Medical Program Director(s) may observe the Contractor's operations. Additionally, the Contractor shall make available for examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.
- 5.11.2 Observe Operations and Ride Along. RFA representatives and the EMS Medical Program Director, may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, and any ambulance post location. A RFA representative and the EMS Chief, may, after providing at least five minutes notice, ride as third person on any of the Contractor's ambulance units, provided that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's personnel in the performance of their duties and contractual responsibilities, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- 5.11.3 Time and Notification. The RFA's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.
- 5.11.4 Cooperation. The Contractor will cooperate with and respond to the RFA and its Fire Chief on all matters related to the provision of emergency and non-emergency BLS ambulance services.

5.12 Billing, Collections, and Reporting. The Contractor shall be responsible for all billing and collection functions related to services rendered pursuant to this Agreement. The Contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. The Contractor will not attempt to collect fees at the scene, in route, or upon delivery of the patient to a health facility for services rendered.

6. Contractor Rates.

6.1 Compensation. The Contractor's sole financial compensation for services rendered under this Agreement shall be the rates billed and collected from patients and responsible third parties. The RFA, local taxes, or subsidies shall not fund any services provided by the Contractor.

6.2 Rates to be Filed. The Contractor shall file with the RFA and the Fire Official its schedule of rates to be charged for services during the period of this Agreement. The schedule of rates shall be a matter of public record open to public inspection. The schedule of rates must be adhered to by the Contractor. If rates are periodically adjusted during the business license period, they must be filed with the RFA.

7. Contractor Payments to the RFA.

7.1 Monthly Payment. By the 10th day of every calendar month, the Contractor shall make a payment of \$5,000 per month to the RFA. The first payment shall be due on January 10, 2017. Payment shall be made payable to the "Renton RFA" to cover the RFA's costs of administering this Agreement and to support the FDCARES program. Such costs include, but are not limited to, the following:

7.1.1 The RFA's costs associated with monitoring Contractor's compliance with this Agreement; and

7.1.2 The RFA's incremental costs associated with medical control.

7.2 Adjusted for Inflation. The monthly payment amount shall be effective through the initial three year term. If the RFA exercises its option to renew for additional one year terms, the monthly payment amount shall be adjusted on the anniversary of the Effective Date of this Agreement using the preceding calendar year's annual Consumer Price Index for all urban consumers Seattle-Tacoma-Bremerton metropolitan area, All items (1982-1984 = 100), as determined by the U.S. Department of Labor, Bureau of Labor Statistics, to eliminate the effects of inflation. On the annual anniversary date of this Agreement, the RFA shall provide the Contractor with a letter delineating the basis for the monthly payments in order to satisfy Medicare requirements.

8. Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of non-performance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had

the circumstance not occurred. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any non-performance, breach, or default by the Contractor. Each and every call that does not adhere to the scope of services and to the performance standards stated herein shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by the RFA. The RFA shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Contractor shall pay liquidated damages to the RFA for all performance failures that are determined to be the fault of the Contractor and not the result of an extenuating circumstance. All payments for liquidated damages shall be made payable to the "Renton RFA."

- 8.1 Liquidated Damages for Emergency Request. For any individual "code red" response to a request at dispatch that exceeds 12 minutes, 59 seconds, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute, or fraction thereof, for each minute to a maximum of two hundred fifty dollars (\$250).
- 8.2 Liquidated Damages for Exceeding the Maximum Response Time. For any individual response exceeding the maximum response time, or being cancelled due to exceeding the maximum response time, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) and shall not be assessed the liquidated damages described in section 8.1 and 8.3.
- 8.3 Liquidated Damages for Failure to Respond. In the event the Contractor fails or is unable to respond, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) per incident.
- 8.4 Liquidated Damages for Failure to Properly Staff Unit. In the event the Contractor fails to staff any ambulance unit pursuant to subsection 5.7.1, the Contractor shall be assessed five hundred dollars (\$500) per unit hour or portion thereof.
- 8.5 Liquidated Damages for Failure to Furnish Required Documentation. In the event the Contractor fails to furnish required information, reports, or documentation within the time period specified by this Agreement or by the RFA's reasonable request, the RFA may, at its option, impose liquidated damages of fifty dollars (\$50) per day for each item of such information, report, or document. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.
- 8.6 Liquidated Damages for Mechanical Failure. If an ambulance vehicle experiences a mechanical failure (breakdown) while transporting a patient to a hospital, the Contractor shall be assessed liquidated damages of five hundred dollars (\$500) except when the Contractor has provided timely and appropriate patient transfer and when the Contractor has properly maintained the vehicle.
- 8.7 Liquidated Damages for Failure of Crew to Report. The Contractor shall be assessed liquidated damages of fifty dollars (\$50) for failure of the ambulance crew to report their on-scene arrival to its dispatcher for any of its calls. The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) for each incident where the RFA

determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

- 8.8 Liquidated Damages for Failure to Obtain and Utilize CAD. The Contractor shall be assessed liquidated damages of two hundred fifty dollars (\$250) per day for failure to utilize an acceptable CAD system within six (6) months of the effective date of this Agreement.
- 8.9 Aggregated Failure. If in any contract year the Contractor maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the RFA shall have the right to terminate this Agreement.
- 8.10 Invoicing and Payment of Liquidated Damages. No more frequently than monthly and at least quarterly, the RFA shall invoice the Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within 30 days of receipt of the invoice. In the event the RFA fails to invoice within 30 days of the end of the prior period, the liquidated damages shall be deemed waived for the period.
- 8.11 Appeal of Liquidated Damages Assessment. The Contractor may request that the RFA's Contract Administrator reconsider imposition of liquidated damages. In instances when the RFA's Contract Administrator reviewed the circumstances for imposing liquidated damages and determined that the grounds were sufficient to justify the imposition of the liquidated damages, the Contractor shall have the right to appeal such determination to the Renton Fire Official. The Contract Administrator shall report the reasons for the determination to impose liquidated damages to the Renton Fire Official. The ruling of the Renton Fire Official shall be final.

9. Termination.

- 9.1 Written Advance Notice. Either party may terminate this Agreement by providing ninety (90) days advance written notice to the other party of that party's intent to terminate. A breach of the terms of this agreement need not occur to terminate under this section. If this Agreement is terminated, the RFA has the right to offer the remainder of the existing Agreement and its extensions to an existing contractor within the RFA service area for right of first refusal.

In the event that the Contractor chooses to exercise its right to terminate under this section, it shall pay to the RFA liquidated damages of ten thousand dollars (\$10,000), which amount has been determined consistent with the language of Paragraph 8 to offset the RFA's costs in procuring a new contractor.

- 9.2 Contractor Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the Agreement include, but are not limited to, the following:
 - 9.2.1 Failure of the Contractor to perform in accordance with any of the provisions of this Agreement.

- 9.2.2 Failure of the Contractor to operate the system in a manner that enables the RFA and the Contractor to remain in compliance with federal or state laws, rules, or regulations.
- 9.2.3 Falsification of information supplied by the Contractor during the term of this Agreement, including but not limited to altering the presumptive run code designations to enhance the Contractor's apparent performance or falsification of any other data required under the contract.
- 9.2.4 Creating patient responses or transports so as to artificially inflate run volumes.
- 9.2.5 Failure of the Contractor to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data.
- 9.2.6 Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period. (See section 12.)
- 9.2.7 Failure of Contractor's personnel to conduct themselves in a professional and courteous manner and present a professional appearance.
- 9.2.8 Failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- 9.2.9 Failure of the Contractor to cooperate with and assist the RFA after breach has been declared.
- 9.2.10 Acceptance by the Contractor or Contractor's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's personnel could be reasonably construed as a violation of federal, state, or local law.
- 9.2.11 Payment by the Contractor or any of Contractor's personnel of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.
- 9.2.12 Failure of the Contractor to meet the standard of care as established by this Agreement.
- 9.2.13 Failure of the Contractor to maintain insurance in accordance with this Agreement.
- 9.2.14 Failure of the Contractor to meet response time requirements as set forth in this Agreement.

- 9.2.15 The filing of any bankruptcy or any other similar action, which, in the opinion of the RFA, places the performance of the contract at risk.
- 9.2.16 Failure to submit reports and information under the terms and conditions outlined in this Agreement.

10. RFA's Remedies.

- 10.1 If conditions or circumstances constituting a breach as set forth above are determined to exist, the RFA shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate the Agreement.

11. Process for Termination of Contract Due to Breach.

- 11.1 In the event of breach, the RFA will give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the RFA, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of the RFA), or the Contractor fails to timely deliver the cure plan, or updates to the RFA, the RFA may immediately terminate the Agreement. The Contractor will then cooperate completely and immediately with the RFA to effect a prompt and orderly transfer of all responsibilities to the RFA.
- 11.2 The Contractor will not be prohibited from disputing any findings of breach through litigation, provided that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the RFA. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred will be initiated and shall take place only after the transfer of operations to the RFA has been completed, and will not, under any circumstances, delay the process of transferring operations to the RFA.
- 11.3 The Contractor's cooperation with and full support of the RFA's termination of the Agreement will not be construed as acceptance by the Contractor of the finding of breach. However, failure on the part of the Contractor to cooperate fully with the RFA to effect a smooth and safe transition shall itself constitute a breach of contract.
- 11.4 In the event an agreement with one contractor is terminated, the remaining contractor shall have the right to assume the territory served by the terminated contractor. The intent to assume such territory shall be provided to the RFA in writing within fourteen (14) days of receiving notice from the RFA of the termination of the other contractor.

12. "Lame Duck" Provisions. Should the Contractor fail to prevail in a future procurement cycle, the Contractor will agree to continue to provide all services required in and under the Agreement until a new contractor assumes service responsibilities. To ensure continued performance fully

consistent with the requirements of the Agreement through any such period, the following provisions will apply:

- 12.1 The Contractor will continue all operations and support services at the same level of effort and performance that were specified in the contract in effect prior to the award of the subsequent agreement to a competing provider.
- 12.2 The Contractor will make no changes in methods of operation that could reasonably be considered to be aimed at cutting Contractor services and operating costs to maximize profits during the final stages of the Agreement.
- 12.3 The RFA recognizes that if a competing provider should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of the service to a new contractor. The RFA will not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the Contractor's performance during this period.

13. **Proprietary and Confidential Information.** The Contractor acknowledges that the RFA is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.56). In the event the RFA receives a request for disclosure of proprietary descriptive or confidential information that contains valuable business policies, trade secrets or practices, financial data, customer data, designs, drawings, or formulas, such information may be protected from disclosure. If the RFA believes disclosure is required, the RFA shall notify the Contractor prior to disclosure of such information so that the Contractor may seek a protective court order or equivalent. If, in the absence of a protective order or equivalent, the RFA determines in good faith that it is nonetheless required to disclose the proprietary or confidential information, the RFA will disclose only that portion of the information which is required to be disclosed and will use reasonable efforts to preserve the confidentiality of the other proprietary and confidential information, including without limitation, cooperating with the Contractor to obtain an appropriate protective order, or by obtaining written assurance from the applicable judicial or governmental entity that it will afford the confidential information the highest level of protection afforded under applicable law or regulation. The Contractor, by submission of materials marked proprietary and confidential, nevertheless, acknowledges and agrees that the RFA will have no obligation or any liability to the Contractor in the event that the RFA must disclose these materials.

14. **Indemnification.** The Contractor does hereby release and shall defend, indemnify, and hold the RFA and its employees and agents harmless from all losses, liabilities, claims, costs (including attorney fees), actions or damages of any sort whatsoever arising out of the Contractor's performance of the services contemplated by this Agreement except to the extent attributable to the negligent acts or omissions of the RFA. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. If any action is brought against the RFA by any employee of the Contractor, the indemnification obligation of the Contractor set forth in this section shall not be limited by the amount or type of damages, compensation or benefits payable by or for Contractor under the Industrial Insurance Act (RCW Title 51), or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained herein and not for the benefit of the Contractor's employees or any third parties, the

Contractor waives its immunity under RCW Title 51. The Contractor acknowledges that the foregoing waiver was mutually negotiated.

15. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit "C" attached and incorporated by this reference.

16. **Compliance with Law.**

16.1 **General Requirement.** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington, the municipal code and ordinances of the City of Renton, King County, the RFA and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

16.1.1 **Licenses and Similar Authorizations.** The Contractor, at no expense to the RFA, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

16.1.2 **Taxes.** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement, including, but not limited to, taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement.

16.1.3 **Use of Recycled Content Paper.** The Contractor shall, whenever practicable, use recycled content paper on all documents submitted to the RFA.

17. **Contractual Relationship.** This Agreement does not establish the Contractor as an agent or legal representative of the RFA for any purpose whatsoever, and the relationship of the Contractor to the RFA by reason of this Agreement shall be that of an independent contractor. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the RFA or to bind the RFA in any manner or thing whatsoever. Both parties, in the performance of the Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees, subcontractors, or agents of the other party for any purpose whatsoever. The Contractor shall ensure that all the Contractor's employees, subcontractors, and agents are properly trained and fully equipped to perform their assigned tasks.

18. **Discrimination.**

18.1 In the hiring of employees for the performance of work under this Agreement or any subcontract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

19. **Assignment and Subcontracting.** The Contractor shall not assign or subcontract any of its obligations under this Agreement without the RFA's prior written consent. The RFA's written consent may be granted or withheld at the RFA's sole discretion. Any subcontract made by the Contractor shall incorporate by reference all the terms of this Agreement. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of this Agreement. The RFA's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.
20. **Amendments.** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
21. **Executory Agreement.** This Agreement will not be considered valid until signed by both parties.
22. **Binding Effect.** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
23. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be the Superior Court for King County.
24. **Remedies Cumulative.** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
25. **Captions.** The titles of sections are for convenience only and do not define or limit the contents.
26. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
27. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by the RFA of any performance by the Contractor after the time the same shall have become due shall not constitute a waiver by the RFA of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the RFA in writing.
28. **Entire Agreement.** This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the scope of work herein. No verbal agreements or conversations between any officer, agent, associate, or employee of the RFA and any officer, agency, employee, or associate of the Contractor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
29. **Negotiated Agreement.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

30. **Breach of Agreement.** The RFA considers any breach of the Agreement serious and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Agreement. It is the intent and desire of the RFA to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.
31. **Addresses for Notices.** All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to RFA:
Fire Chief
Renton Regional Fire Authority
1055 South Grady Way
Renton WA 98057

If to Contractor:
MATT GAV
TRI-MED AMBULANCE, LLC
18821 EAST VALLEY HWY
KENT, WA 98032

and to:
EMS Officer
Renton Regional Fire Authority
1055 South Grady Way
Renton WA 98057

and to:
ANN T. WILSON
1420 5TH AVENUE
STE 3000
SEATTLE, WA 98101

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

32. **Disputes.** Any disputes or misunderstandings that may arise under this Agreement concerning the Contractor's performance shall first be resolved through amicable negotiations, if possible, between the Contractor's project manager and the RFA's Contract Administrator, or if necessary shall be referred to the Fire Chief and the Contractor's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.
33. **Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.


IN WITNESS WHEREOF, the RFA and Contractor have caused this Agreement to be executed.

RFA:

CONTRACTOR:

Renton Regional Fire Authority

TRI-MED AMBULANCE, LLC

By: 
Print Name: Rick Marshall
Its: Fire Chief
Date: 4/5/17


By: 
Print Name: Matt Gau
Its: OPERATIONS MANAGER
Date: 4/5/17

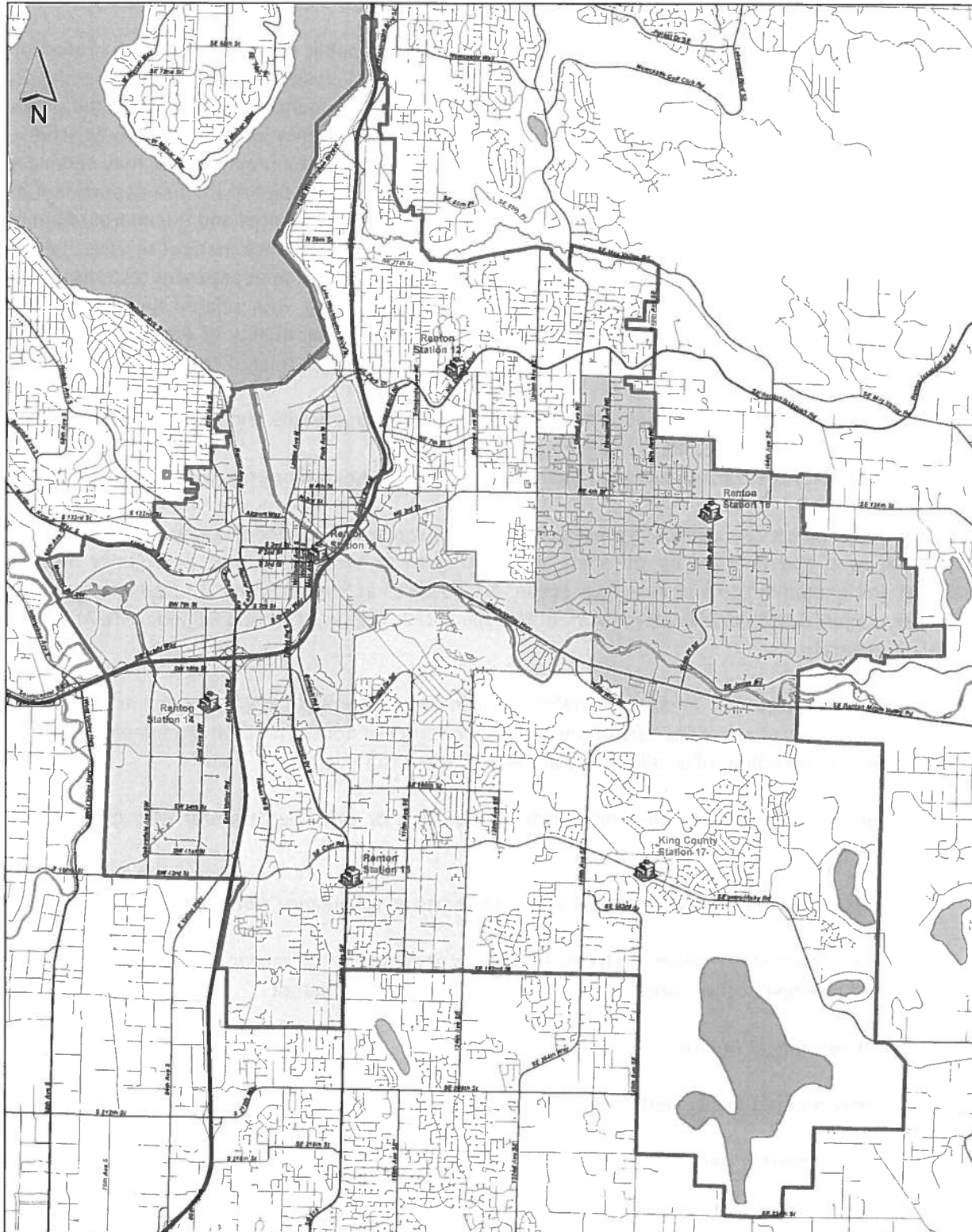
EXHIBIT A

RFA Service Area

The Renton Regional Fire Authority provides emergency medical response to the areas within the city limits of Renton, and the jurisdictional boundaries of King County Fire District No. 25 and King County Fire District No. 40.

The attached map, which is incorporated into this Exhibit A, accurately sets forth the service area.

Fire Response Areas City of Renton



Coordinate System: NAD 1983 HARN StatePlane Washington North FIPS 4901
Projection: Lambert Conformal Conic
Datum: North American 1983 (NAD83)

Data Sources: City of Renton, King County

This document is a graphic representation not guaranteed to survey accuracy, and is based on the best information available as of the date shown. This map is intended for City display purposes only.

Information Technology - GIS
mapserver@renton.wa.gov
Printed on: 7/16/2015

- | | | | |
|--|------------|--|------------|
| | Station 11 | | Station 14 |
| | Station 12 | | Station 16 |
| | Station 13 | | Station 17 |

RENTON: AHEAD OF THE CURVE.

City of
Renton
Fire & Emergency Services



EXHIBIT B

Renton City Code Ch. 5.11

Ch. 5.11 RCC - AMBULANCES

RCC § 5.11.010. Purpose. The city council declared it to be in the public interest and for the protection of the health, safety and welfare of the residents of the city and its environs to provide for the highest level of emergency medical services reasonably practicable. The city council finds it to be in the public interest to provide for the inspection, regulation and control of emergency medical services to achieve high standards and thereby to eliminate inadequate, improper and harmful practices that may endanger the health and safety of the people. The city council also designates the chief of the fire department as the city's representative with respect to matters of emergency medical services and the coordination of health care issues to collate with the fire department provision of emergency medical services, health care services and transport. Such issues include but are not limited to the fire department responsibilities to be the city's prime provider of emergency medical services, along with related health care and transportation issues which must be coordinated to deliver our overall quality of emergency medical services (Advanced Life Support, Basic Life Support and relationships with related health care providers).

RCC § 5.11.020. Definitions. As used in this chapter, the following words and phrases shall have the following meaning unless the context clearly requires otherwise:

Washington State for the transportation of patients, who are sick, injured or otherwise incapacitated.

Aid unit means any publicly owned vehicle that is especially designed, constructed, equipped, maintained, used and licensed by the state of Washington to primarily deliver emergency medical personnel and equipment to an emergency scene. An aid unit has limited means to transport patients who are sick, injured or otherwise incapacitated. This specifically relates to Renton Regional Fire Authority engine/aid apparatus.

Ambulance attendant means any trained or otherwise qualified individual responsible for the operation of an ambulance and the care of the patients, whether or not the medical attendant also serves as a driver, who is the holder of a valid certificate issued under this chapter.

Ambulance Company means any person corporation or other legal entity who operates an ambulance for hire.

Business license or license means a license to operate an ambulance company within the city.

Business license clerk means such city employees or agents as the mayor shall designate to issue and administer business licenses under this chapter, or any designee thereof.

City means City of Renton.

City clerk means the city clerk of the City of Renton designated as the official keeper of records.

Fire department or department means the fire department of the city.

Fire official means the fire chief or the fire chief's designee to perform the duties provided for in this chapter.

Patient means an individual who is sick, injured, wounded or otherwise incapacitated or helpless.

Licensee means a person in whose name a license to operate an ambulance company within the city has been issued as well as the individual listed as an applicant on the application for a license.

Person means any individual, firm, joint venture, co-partnership association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, or any other group or combination acting as a unit.

RCC § 5.11.030. Administration of licensing. The business license clerk, subject to a review and recommendation from the fire official, is responsible for issuing, denying, revoking, renewing, suspending, and canceling business licenses to operate aid ambulance company within the city. The fire official is responsible for ascertaining whether a proposed application complies with all the requirements enumerated herein and all other applicable codes and regulations now in effect or as amended or enacted subsequent to the effective date of this chapter. The fire official shall make all necessary investigations and inspections for enforcement of this chapter.

RCC § 5.11.040. Conditions of a business license. The fire official is responsible for ascertaining whether a proposed application complies with all the requirements enumerated herein and all other applicable codes and regulations now in effect or as amended or enacted subsequent to the effective date of this chapter. The fire official shall make all necessary investigations and inspections for enforcement of this chapter. As a condition of issuance of a business license, the operator of each ambulance company consents to the following:

1. The fire official shall be permitted to make regular inspections of any ambulance company operating under a business license issued, at all reasonable hours, with or without advance notice, upon the presentation of appropriate credentials to an authorized representative of the company, and shall make such reports relative to conditions existing at such times and in such manner as the fire official may direct.
2. The fire official is given authority to determine whether and to what extent an ambulance rotation list, fire department units, sole contract/franchise approach or a mix of the above will be utilized to transport patients from an emergency medical scene. The fire official is authorized to establish procedures, guidelines and contracts for implementing the above mentioned approaches for emergency medical service transport.
3. The fire official shall be the final authority to determine if an ambulance company should be added to or removed from the fire department rotation list.
4. It is recognized that the fire department currently transports patients where it serves the interest of the public. The fire official shall determine the distribution of transportation responsibilities as it relates to calls within the scope of the fire department's responsibilities.
5. Further, the fire department is authorized to provide transport, preventative and cooperative medical services to serve the interests and needs of our citizens. It is

recognized that this may be done in conjunction with other health care providers in order to manage the risk to our citizens and to control the rate of growth in the demand for EMS services.

6. It is understood that a significant expansion of services shall be reviewed by city administration and any significant additional program costs are subject to council approval.
7. In the future, if it is determined that it would best serve the interests of the city to provide ALS services in lieu of the county, the fire department shall be designated as the provider and/or coordinator of ALS services. Such a program change would be subject to review and approval of the mayor and city council.

RCC § 5.11.050. Response criteria.

- A. The city shall be the first response provider of emergency medical services (EMS). Ambulance companies receiving a direct request for EMS services shall notify the fire department's 9-1-1 communications center immediately so that a fire department first response can be initiated. The only exception to this requirement shall be for the transport of stable patients from one (1) medical facility to another and routine medical transports and exams.
- B. The 9-1-1 system must be activated for all pre-hospital EMS primary examinations and unstable patient care.
- C. The department shall establish ambulance response criteria and make such criteria known to each ambulance company at the time of application and renewal of business license. Application for a business license does not automatically qualify an ambulance company to be on the rotation list for the fire department for ambulance services.
- D. Each ambulance company shall submit a response report quarterly or on demand of the fire official outlining compliance with the response criteria.

RCC § 5.11.060. Business license required for each ambulance company. Every person who operates an ambulance company within the city shall be required to obtain a business license from the business license clerk. An ambulance company operates within the city if it is:

- A. Stationed within the corporate limits of the city; or
- B. Dispatched from within or without the corporate limits of the city and repeatedly or customarily makes trips for hire within the city to pick up injured or sick fares; or
- C. Making any trips into the city for hire to pick up injured or sick fares after occasional or repeated advertising, within the city, for such service.

The business license shall be renewed on an annual basis. The business license clerk shall not issue such business license unless the applicant has fulfilled all requirements of this chapter and any applicable provisions of the state law relating to personnel, equipment and operations including but not limited to Chapter 18.73 RCW and Chapter 246-976 WAC as now or hereafter amended. Provided, that the

Exhibit B

CH. 5.11 RCC - AMBULANCES - 3

(Emergency and Basic Life Support Ambulance Services Agreement)

provisions of this chapter shall not apply to any ambulance which shall pass through the city in the delivery of fares picked up at points beyond the corporate limits of the city.

RCC § 5.11.070. Application for business license – Issuance.

- A. Application for a business license to operate an ambulance company shall be made upon forms provided by the city and shall contain:
1. Name, home address and telephone number of the applicant;
 2. Business name under which the ambulance company will be operated within the city, and business address and telephone number;
 3. The number of ambulances to be initially placed in service within the city;
 4. The number of licensed ambulance attendants initially to be employed;
 5. A roster of ambulances to be used in the city with proof that each ambulance is currently licensed as an ambulance by the state of Washington;
 6. A roster of certified ambulance attendants with proof that each attendant is currently certified as an emergency medical technician (EMT) by the state of Washington (including certification expiration date);
 7. Proof that ambulances and personnel are verified trauma providers as provided in Chapter 246-976 WAC;
 8. Certificate of insurance as required by the city; and
 9. The schedule of rates.
- B. Prior to the issuance of a business license, the application and all pertinent records shall be reviewed by the fire official to ensure compliance with the license requirements under this chapter, as well as, any rules or regulations referenced herein or issued hereunder. Upon written approval of the application by the fire chief or the chief's designee and the payment of fees, the business license clerk shall issue an ambulance operator's business license. All equipment proposed for use shall be subjected to random inspection by the designated fire official, who shall determine whether said records and equipment conform to all the requirements of this chapter.
- C. Business license fee. The business license fee schedule for issuance and renewal of business licenses under this chapter shall be that currently charged for general business licenses under Ch. 5.01 RCC until such time as the city council may, by resolution, modify the fee schedule.

RCC § 5.11.080. License renewal. The business license clerk shall mail the forms for application of business license renewals to business enterprises in the city to the last address provided to the director by the licensee. Failure of the business enterprise to receive any such form shall not excuse the business enterprise from making application for and securing the required license or renewal, or for payment of the license fee when and as due hereunder.

Exhibit B

CH. 5.11 RCC - AMBULANCES - 4

(Emergency and Basic Life Support Ambulance Services Agreement)

RCC § 5.11.090. Licenses not transferable. No business license issued under the provisions of this chapter shall be transferable or assignable unless otherwise specifically provided for; except that a license may be transferred when a business changes its structure of ownership, provided, however, that a new license shall be required upon a substantial change of ownership whereby those primarily accountable for the business have changed or upon a substantial change in the type of business operated, whereby the primary business being conducted has significantly changed.

RCC § 5.11.100. Denial, revocation or suspension of business license.

- A. **Grounds.** The issuance of a business license to operate an ambulance company may be denied, or such license may be suspended or revoked by the business license clerk, upon the recommendation of the designated fire official when the public interest will be served thereby, upon any of the following grounds:
1. The license was procured by fraud, false representation, or material omission of fact, or for the violation of or failure to comply with any of the provisions of this chapter by the person holding such license, or any of his servants, agents, or employees, while acting within the scope of their employment; or
 2. The licensee violates any applicable city, state, or federal law, or the purpose for which the license was issued is being abused to the detriment of the public, or such license is being used for a purpose different from that for which it was issued; or
 3. Overcharging of customer rates set forth in the company's schedule of rates filed with the city clerk or fraudulent billing; or
 4. Failure to maintain ambulances and equipment to the standards set forth in Chapter 246-976 WAC; or
 5. Repeated complaints by citizens of poor customer service such as rudeness, misrepresentation, unprofessional behavior, etc.
- B. **Suspension and revocation.** A business license procured by fraud or misrepresentation shall be revoked. Where other violations of this chapter or other applicable ordinances, statutes, or regulations are found, the license shall be suspended for a period of thirty (30) days upon the first such violation, ninety (90) days upon the second violation within a twenty-four (24) month period, and revoked for a third and subsequent violation within a twenty-four (24) month period, not including periods of suspension, except that where the fire official finds that any situation exists in licensee's operations which constitutes a threat of immediate serious injury or damage to persons or property, the business license clerk may immediately suspend any license issued under this chapter, pending a hearing in accordance with this section. The business license clerk shall issue a notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to persons or property.
- C. **Notice.** Except when a business license is immediately suspended as set forth in subparagraph (B) above, the business license clerk shall provide at least ten (10) days' prior written notice to the licensee of the decision to suspend or revoke the license. Such notice shall inform the licensee of

Exhibit B

CH. 5.11 RCC - AMBULANCES - 5

(Emergency and Basic Life Support Ambulance Services Agreement)

the right to appeal the decision to the hearing examiner and shall state the effective date of such revocation or suspension under grounds for revocation or suspension. An appeal at the denial, suspension or revocation of a business license shall be made within thirty (30) days of notice of such denial, suspension or revocation. Such appeal shall be processed pursuant to the hearing procedures set forth in Ch. 2.32 RCC. The hearing examiner shall set a date for hearing such appeal, to take place within forty-five (45) days of the date of the receipt of the notice of appeal unless such time is extended by mutual consent. At such hearing, the appellant and any other interested persons may appear and be heard, subject to the rules and regulations of the hearing examiner. The decision of the business license clerk shall be stayed during the pendency of any appeal to the hearing examiner and during any appeal unless the license was immediately suspended pursuant to subparagraph (B) above.

- D. Final administrative review. Appeal to the hearing examiner shall constitute final administrative review.
- E. Appeal to superior court. An appeal of the decision of the hearing examiner must be filed with the superior court within thirty (30) calendar days from the date the hearing examiner's decision was personally served upon or was mailed to the person to whom the notice of denial, suspension or revocation was directed or is thereafter barred.

RCC § 5.11.110. Insurance and identification. No ambulance operator's business license shall be issued, nor shall such license be valid after issuance, nor shall any ambulance be operated in the city, unless the operator maintains a policy or policies of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of activities associated with the operation of the ambulance company. Such insurance shall name the city as an additional insured. The ambulance company shall also indemnify and hold the city harmless from any causes of action arising from the operation of the ambulance company. The minimum scope and limits of coverage shall be set by the city's risk manager or other person designated by the mayor. Evidence of such insurance shall accompany the application for license and shall be maintained on a continuous basis through subsequent license renewal periods.

RCC § 5.11.120. State license and standards and requirements. All ambulances operating in the city must be licensed by the state and must meet the standards and requirements set forth in Chapter 246-976 WAC, as now or hereafter amended. Proof of a state license as a transport ambulance must be provided with any application for a city business license for each transport vehicle.

RCC § 5.11.130. Ambulance attendants. Each ambulance company shall have, for each ambulance in service, on duty and available for immediate response, two (2) ambulance attendants who are currently certified as emergency medical technicians (EMT), as provided in Chapter 246-976 WAC. A certificate of license shall be carried on the person of each ambulance attendant while on duty.

RCC § 5.11.140. Verification. Any ambulance company operating in the city must be a verified trauma provider and must meet the requirements for personnel and equipment as required in Chapter 246-976 WAC for trauma providers. The ambulance company must specifically be authorized to act as a trauma provider by the Seattle/King County trauma council or successor.

RCC § 5.11.150. Rates to be filed. Each ambulance company applying for a business license or renewal of license pursuant to this chapter shall, at the time of filing its application therefor, file with the city clerk

Exhibit B

CH. 5.11 RCC - AMBULANCES - 6

(Emergency and Basic Life Support Ambulance Services Agreement)

its schedule of rates to be charged for services during the license period for which application is made. Such schedule or rates shall be a matter of public record open to public inspection in the city clerk's office during normal city business hours and such schedule must be adhered to by the licensee throughout the period for which the license is issued.

RCC § 5.11.160. Community events. When an ambulance company is contracted to provide emergency medical standby (i.e., 10K Fun Runs, etc.) by community event promoters, the following conditions shall apply:

1. The ambulance company shall notify the fire official in writing fourteen (14) days prior to the date of the event, or as soon to the event as reasonably possible, stating the date, time and scope of standby responsibilities.
2. Ambulance companies engaging in standby activities shall notify the fire department's 9-1-1 communications center immediately on all advanced life support/life threatening or significant basic life support calls as required pursuant to subsection (3). Calls will be considered significant based upon extent of injury/illness or when there are multiple patients (more than three (3)).
3. Ambulance company standby for handling basic life support calls must obtain prior approval and parameters for care set by the fire official.
4. All EMS activity provided by the ambulance company at such events shall be documented and a report forwarded to the fire official within one (1) week subsequent to the completion of the event.

RCC § 5.11.170. Violations – Penalties – Misdemeanor. In addition to other remedies provided for in this chapter, any person who operates an ambulance company within the city without a business license as required in RCC 5.11.060 above, shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000), or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment at each and every day during which any violation is committed, continued or permitted, shall be deemed a separate offense.

RCC § 5.11.180. Additional enforcement. The remedies found in this chapter are not exclusive. The city may seek any other legal or equitable relief, including but not limited to enjoining any acts or practices which constitute or will constitute a violation of any business license, ordinance, or other regulations herein adopted.

-END-

EXHIBIT C

INSURANCE REQUIREMENT

Indemnification / Hold Harmless

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

Insurance

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The RFA shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the RFA.
3. Excess Liability insurance covering both the Commercial General Liability and Automobile

Exhibit C

INSURANCE - 1

(Emergency and Basic Life Support Ambulance Services Agreement)

policies. With limits not less than \$4,000,000 in excess of the limits cited above.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
5. Professional Liability insurance appropriate to the Contractor's profession.

EXHIBIT C (Continued)

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Excess Liability insurance shall be written with limits no less than \$4,000,000 per occurrence in excess of both the CGL and Auto Liability policies cited above.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance with respect to the RFA. Any insurance, self-insurance, or insurance pool coverage maintained by the RFA shall be in excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RFA.

D. Acceptability of Insurers

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

E. Verification of Coverage

The Contractor shall furnish the RFA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

Evidence of Insurance - The following documents must be provided as evidence of insurance coverage:

EXHIBIT C (Continued)

- A. A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. The RFA reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.
- B. A copy of the endorsement naming the Renton Regional Fire Authority as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
- C. A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- D. A copy of an endorsement stating that the coverages provided by this policy to the RFA or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the RFA.
- E. A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

EXHIBIT D

FDCARES EXECUTIVE SUMMARY

Over the last 30 years, the fire service in the U.S. has expanded the number of stations and personnel in order to meet a 400 percent increase in the number of requests for Emergency Medical Services (EMS). The expansion of fire-based emergency medical response has inextricably linked the fire service and the U.S. healthcare system.

The U.S. healthcare system is currently under enormous public and congressional pressure to reform due to the lack of access to services, the poor quality of care, and the high costs of care. Critics of the U.S. healthcare system cite fire-based EMS as an example of a public service that contributes to America's over-utilization of EMS and increasing national healthcare expenditures amounting to 18 percent of the Gross Domestic Product (GDP). Is this criticism of fire-based EMS valid?

Fire departments respond to a wide array of requests for medical service. The fire service is well recognized for their capacity to respond rapidly to emergencies with quality care as demonstrated by recent increases in cardiac arrest survival rates nationwide. However, a large proportion (estimated up to 40%) of medical service requests are for non-emergent medical problems and a majority of these requests are attributed to a subset of frequent users of EMS. Despite these facts, fire-based EMS personnel, response times, and medical interventions are standardized for medical emergencies. Consequently, 911 callers with non-emergent issues typically receive emergency-oriented care, which often results in the unnecessary transport of patients to an Emergency Department (ED) for more definitive care. The National Quality Forum (NQF) estimates that this response model contributes to an estimated \$38 billion in wasted healthcare expenditures each year. Moreover, because fire-based EMS and EDs are designed for the episodic treatment of emergent medical problems, clients with non-emergent medical problems, who often have multiple chronic diseases and psychosocial issues, experience poor quality outcomes, poor follow-up care, and poor continuity of care. The result is subsequent and repeated use of the EMS system. Why now should the fire service change their medical response model?

The Patient Protection and Affordable Care Act (PPACA) is changing the landscape of the U.S. healthcare system. Provisions in the PPACA are making insurance payers and hospitals accountable for the quality and costs of EMS care, driving the adoption of healthcare delivery organizations and innovative solutions that improve the value of EMS. The PPACA directly challenges the inefficiencies of the fire service's "one-size-fits-all" response model. How can fire departments improve the value of fire-based EMS?

Fire departments should adopt a new tier within their current response model that responds directly to non-emergent medical and psychosocial problems and proactively contacts frequent callers of 911, frequent users of the ED, and patients at high-risk of hospital readmission. This Non-Emergency Medical Service (NEMS) division should be fully integrated into the operations of fire departments.

The Renton Regional Fire Authority (RFA) in Washington State has developed a NEMS division, called Fire Department Community Assistance, Referral, and Education Services (FDCARES). FDCARES is staffed 24 hours per day, 365 days per year with an Emergency Medical Technician (EMT) and a Registered Nurse (RN), who are available to respond directly to 911 callers with non-emergent medical and psychosocial requests for service. Using a non-emergency response vehicle, FDCARES staff respond to non-emergent callers within 20 minutes. FDCARES staff deliver a wide range of services aimed at addressing clients' immediate and long-term medical and psychosocial needs. These services include medical stabilization,

Exhibit D

FDCARES – EXECUTIVE SUMMARY - 1

(Emergency and Basic Life Support Ambulance Services Agreement)

care navigation and coordination, transport to alternative care settings (e.g., urgent care, primary care, etc.), medication reconciliation, patient education, referrals to social services, and injury and illness prevention. When not responding to non-emergent 911 callers, FDCARES staff proactively contact and deliver services to frequent 911 callers, frequent users of the ED, and individuals at high risk of hospital readmission.

Adopting and integrating FDCARES into a fire department's existing response model improves emergency unit reliability and response times, reduces over-utilization of EMS and the associated costs, increases access to quality care, and improves outcomes for residents by ensuring they receive the right service, at the right time, in the right place, and in the right way.

**ADDENDUM TO FDCAREES, EMERGENCY AND BASIC LIFE SUPPORT
AMBULANCE SERVICES AGREEMENT**

**Between
RENTON REGIONAL FIRE AUTHORITY
And
TRI-MED AMBULANCE, LLC**

THIS ADDENDUM TO FDCAREES, EMERGENCY AND BASIC LIFE SUPPORT AMBULANCE SERVICES AGREEMENT is between Renton Regional Fire Authority , a Washington municipal corporation, ("RFA"), and Tri-Med Ambulance, LLC, a limited liability company "Contractor."

All terms and conditions of the original FDCAREES, Emergency And Basic Life Support Ambulance Services Agreement dated April 1 2017 together with any prior amendments shall remain in full force and effect with the following exceptions:

1. Section 1 Term. Shall be modified as follows:

The term of this Agreement shall be three (3) years from April 1, 2020. The RFA, at its sole discretion, may renew this Agreement for two (2) additional one (1) year terms, each upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

Renton Regional Fire Authority

Tri-Med, LLC

By: *Rick Marshall*
Rick Marshall (Oct 16, 2020 10:32 PDT)
Rick Marshall, Fire Chief

By: 
Matt Gau, Operations Manager

DATE: Oct 16, 2020

DATE: JUNE 25TH, 2020

**ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT
AMBULANCE SERVICES AGREEMENT
Between
RENTON REGIONAL FIRE AUTHORITY
And
TRI-MED AMBULANCE, LLC**

THIS ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT AMBULANCE SERVICES AGREEMENT is between Renton Regional Fire Authority, a Washington municipal corporation ("RFA"), and Tri-Med Ambulance, LLC, a limited liability company ("Contractor").

All terms and conditions of the original FDCARES, Emergency and Basic Life Support Ambulance Services Agreement dated April 1, 2017 together with any prior amendments shall remain in full force and effect with the following exceptions:

1. Section 1 Term. Shall be modified as follows:

The term of this Agreement shall be one (1) year from April 1, 2023. The RFA, at its sole discretion, may renew this Agreement for one additional (1) year term, upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

Renton Regional Fire Authority

Tri-Med, LLC

By: Steven C Heitman
Steven C Heitman (Mar 22, 2023 10:59 PDT)
Steven C. Heitman, Fire Chief

By: Matthew Gau
Matthew Gau (Mar 22, 2023 11:08 PDT)
Matthew Gau, Operations Manager

DATE: 03/22/2023

DATE: 03/22/2023

**ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT
AMBULANCE SERVICES AGREEMENT
Between
RENTON REGIONAL FIRE AUTHORITY
And
TRI-MED AMBULANCE, LLC**

THIS ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT AMBULANCE SERVICES AGREEMENT is between Renton Regional Fire Authority, a Washington municipal corporation ("RFA"), and Tri-Med Ambulance, LLC, a limited liability company ("Contractor").

All terms and conditions of the original FDCARES, Emergency and Basic Life Support Ambulance Services Agreement dated April 1, 2017 together with any prior amendments shall remain in full force and effect with the following exceptions:

1. Section 1 Term. Shall be modified as follows:

The term of this Agreement shall be one (1) year from April 1, 2024. The RFA, at its sole discretion, may renew this Agreement for one additional (1) year term, upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

Renton Regional Fire Authority

Tri-Med, LLC

By: Steven C Heitman
Steven C. Heitman (Mar 4, 2024 09:22 PST)

Steven C. Heitman, Fire Chief

DATE: 03/04/2024

By: Matthew Gau
Matthew Gau (Mar 11, 2024 12:00 PDT)

Matthew Gau, Operations Manager

DATE: 03/11/2024

Snure Law Office, PSC

By: Brian K. Snure
Brian K. Snure, Attorney

DATE: 03/04/2024

**ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT
AMBULANCE SERVICES AGREEMENT
Between
RENTON REGIONAL FIRE AUTHORITY
And
TRI-MED AMBULANCE, LLC**

THIS ADDENDUM TO FDCARES, EMERGENCY AND BASIC LIFE SUPPORT AMBULANCE SERVICES AGREEMENT is between Renton Regional Fire Authority, a Washington municipal corporation ("RFA"), and Tri-Med Ambulance, LLC, a limited liability company ("Contractor").

All terms and conditions of the original FDCARES, Emergency and Basic Life Support Ambulance Services Agreement dates April 1, 2017, together with any prior amendments, shall remain in full force and effect with the following exceptions:

1. Section 1 Term. Shall be modified as follows:

The term of this Agreement shall be one (1) year from April 1, 2025. The RFA, at its sole discretion, may renew this Agreement for one (1) additional year term, upon terms and conditions satisfactory to the RFA. The renewal shall be completed upon execution of an addendum by all parties.

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

Renton Regional Fire Authority

Tri-Med, LLC

By: Steven C Heitman
Steven C. Heitman (Feb 4, 2025 09:34 PST)
Steven C. Heitman, Fire Chief

DATE: 02/04/2025

By: Matthew Gau
Matthew Gau (Feb 3, 2025 13:25 PST)
Matthew Gau, Operations Manager

DATE: 02/03/2025

Snure Law Office, PSC

By: Brian K. Snure
Brian K. Snure, Attorney

DATE: 02/04/2025