

AGREEMENT FOR EMERGENCY MEDICAL AND/OR ADVANCED LIFE SUPPORT SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY FIRE DISTRICT NO. 15, a municipal corporation, hereinafter referred to as “District 15,” and the MARYSVILLE FIRE DISTRICT, the combined fire departments of Snohomish County Fire Protection District No. 12 and the City of Marysville Fire Department, hereinafter referred to as “MFD.”

1. **PURPOSE.** MFD maintains and operates emergency medical service vehicles in accordance with Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC. Such vehicles are staffed by emergency medical technicians and advanced life support personnel as required by law. District 15 has a need for such services and MFD has the ability to supply the needed services to District 15. This Agreement shall provide the terms and conditions under which the needed services shall be provided. It is also understood and agreed that the parties to this Agreement will also operate pursuant to written policies and procedures relating to the day to day operations of the emergency medical services program. In the event there is any conflict between this Agreement and the written policies and procedures, the Agreement shall control.

2. **TERM.** Subject to the provisions of section 16 below, this Agreement shall be effective on January 1, 2018, and shall continue in force for one (1) year. This Agreement shall automatically be renewed for successive one-year periods, but shall be terminable effective the 31st of December of the year in which written notice of termination is given to the other party on or before October 1 of said year.

3. **EMERGENCY MEDICAL AND/OR ADVANCED LIFE SUPPORT SERVICE.**
During the term of this Agreement, MFD shall furnish emergency medical and/or advanced life support services as requested to all persons within the geographical boundaries of District 15. Said services shall be rendered on the same basis as such services are rendered to persons within MFD, but the MFD assumes no liability for failure to provide such services by reason of any circumstances beyond its control. In the event of simultaneous emergency medical calls, whether within or outside of District 15 whereby the facilities and personnel of the MFD are taxed beyond its ability to render equal emergency medical services, the officers and agents of the MFD shall have discretion as to which call shall be answered first and shall be the sole judge as to the most expeditious manner of handling and responding to such calls. This agreement shall not prevent District 15 from contracting with other agencies who are capable of providing EMS and ALS services by mutual aid or otherwise, in the event MFD is unable to respond or where response from another agency may result in a faster response time.

4. **EQUIPMENT AND PERSONNEL.** In providing the services, it is the intent of the parties that the following equipment and personnel will be provided by the MFD:

- a. State licensed ALS-equipped ambulance;
- b. Personnel—consisting of one State certified paramedic and one State certified emergency medical technician.

5. **PERFORMANCE OF SERVICES.** The MFD agrees that during the term of this Agreement all emergency medical services supplied by it and the vehicles and personnel used to supply such services will meet the statutory and regulatory requirements set forth in Chapters 18.71 and 18.73 RCW and Chapter 246-976 WAC.

6. **PAYMENT FOR SERVICES.** District 15 agrees to pay the MFD for the services provided under this Agreement on the following basis:

a. For all calls for patients residing within the geographical boundaries of District 15, MFD will bill District 15 \$600 per patient transport. Additionally, MFD will bill the patient an amount as set forth by the MFD Board of Directors. The initial schedule of fees shall be as set forth in the “Charge Master Report” dated January 1, 2018, which is attached as **Exhibit A** and incorporated by this reference. The Marysville Fire District will provide ninety (90) days’ written notice of any changes in the transport fee or the schedule of fees set forth in the Charge Master Report.

b. In the event an MFD unit is dispatched, but the patient is not transported by MFD, District 15 shall pay MFD \$110 per response.

c. For persons residing outside of Fire District No. 15, the MFD will bill the patient an amount as set forth by the Board of Directors for the MFD which shall include, but not limited to, a \$600-per-patient transport fee which shall be guaranteed for payment by District 15.

7. **BILLING SERVICES.** The MFD shall provide District 15 with an invoice on a quarterly basis. Said invoice shall be payable within thirty (30) days of receipt by District 15. MFD, or its designated subcontractors, shall also provide billing services for patients transported by MFD.

8. **REPORTS.** The MFD agrees to provide District 15 with a copy of all records and reports indicating the number and nature of responses by the MFD within District 15 that occur during the term of this Agreement, on not less than a quarterly basis.

9. **RIDER PROGRAM.** District 15 personnel shall, for the purposes of training and experience, be allowed to ride on the MFD ALS units, subject to such conditions as the MFD, in its sole discretion, shall determine. Said conditions may include, but not be limited to, the

signature by each rider of a hold harmless and indemnification form to be provided by MFD.

10. PATIENT RECORDS. The MFD shall maintain copies of all patient records where the MFD provided treatment and/or transport. Copies of such patient records may be provided to District 15 where said patient has signed a medical release form authorizing the provision of such records.

11. ADMINISTRATION OF AGREEMENT. The MFD Fire Chief or his designee shall provide for the principal administration necessary to supervise the services provided under this Agreement. The MFD shall provide District 15 with copies of all written policies and procedures and shall provide written notification of any material changes of such policies and procedures within seven (7) calendar days of such changes.

12. REVIEW AND EVALUATION OF SERVICES. Upon request, MFD shall periodically provide scheduled sessions with District 15 Commissioners, Chief or designee(s) to review and evaluate the services provided under this Agreement. District 15 may also request a review and evaluation of the services provided under this Agreement.

13. INSURANCE. The MFD agrees to maintain insurance coverage with limits and coverages as provided through the Washington Cities Insurance Authority and/or such other commercial carrier as the MFD shall designate. District 15 shall maintain adequate insurance coverage acceptable to MFD for its own equipment and personnel which shall include general liability, errors and omissions, and property damage for its personnel and vehicles. District 15 shall provide proof of such insurance to MFD prior to commencement of this Agreement.

14. LIABILITY. Each of the parties, shall at all times, be solely responsible for the acts or omissions of its personnel that occur or arise in any way out of the performance of this Agreement, and each party agrees to save, hold harmless and indemnify the other party, its officers, agents employees and elected officials from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the parties' personnel relating to the performance of this Agreement.

15. MODIFICATION. This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

16. ASSIGNMENT. In the event the City of Marysville, Fire District 12 or Marysville Fire District merges, consolidates or forms a Regional Fire Authority or other separate entity, this Agreement may be assigned and transferred to the new entity in the sole discretion of MFD upon the acceptance of such assignment or transfer by the new entity. In the event such assignment or transfer is not accepted, this Agreement may be terminated upon giving not less than thirty (30) days written notice.

17. **PUBLIC RECORDS.** MFD will respond to public records requests relating to records in the possession of MFD resulting from performance of services by MFD under this Agreement. All other public records requests will be the sole responsibility of District 15..District 15 agrees to save, hold harmless indemnify and defend MFD, its officers, agents employees and elected officials from and against all costs, claims, lawsuits and liability resulting from MFD's response to public records requests pursuant to this agreement.

DATED this 18th day of October, 2017.

SNOHOMISH COUNTY
FIRE DISTRICT NO. 15

By [Signature]
Commissioner

By [Signature]
Commissioner

By [Signature]
Commissioner

MARYSVILLE FIRE DISTRICT

By [Signature]
Chairperson

By [Signature]
Boardmember

By [Signature]
Boardmember

By [Signature]
Boardmember

By [Signature]
Boardmember

By [Signature]
Boardmember

EXHIBIT "A"

MARYSVILLE FIRE DISTRICT

Charge Master Report

Effective January 1, 2018

SERVICE DESCRIPTION	RATE PER OCCURANCE
ALS Transport	\$ 600.00
ALS Response (No Transport)	\$ 110.00