Public Health
Seattle & King County

King County Contract No. D40952D
Federal Taxpayer ID No. 91 – 6001492

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KING COUNTY CONTRACT FOR Advanced Life Support Services

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/Emergency Medical Services
Contractor	City of Redmond Fire Department
Project Title	Advanced Life Support Services
Contract Amount $	Five Million Nine Hundred Ninety Thousand Eight Hundred Fifty Five Dollars and Zero Cents $5,990,855.00
Contract Period	Start date: January 1, 2011 End date: December 31, 2013

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Redmond Fire Department (the "Contractor"), whose address is 8450 161st Ave NE, Redmond, WA 98052.

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

FUNDING SOURCE	FUNDING LEVELS	EFFECTIVE DATES
REAL PROPERTY TAXES-CURRENT	$5,990,855.00	1/1/2011 to 12/31/2011
Total	$5,990,855.00	

and

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

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

I. **Incorporation of Exhibits**

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

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Certificate of Insurance and Additional Insured Endorsement

II. **Term and Termination**

A. This Contract shall commence on the 1st day of January 2011, and shall terminate on the 31st day of December 2013, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B. This Contract may be terminated by King County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.

C. This Contract may be terminated by the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing King County six (6) months advanced written notice of termination.

D. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

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

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

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

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

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

F. The Contractor may terminate this Contract upon seven (7) days written notice, should the County commit any material breach of this Contract.

G. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

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

Upon receipt and approval of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B. The Contractor may bill up to the full amount of the annual amendment at any time during the specified amendment year if it can certify and document that its total expenditures have equaled or exceeded the full amount of the amendment.

B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

C. The Contractor shall submit its final invoice and all outstanding reports within 60 days of the date this Contract terminates and their Year End Report within 90 days. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of

all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

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

E. *If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging,* and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. Debarment and Suspension Certification

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

VI. Maintenance of Records/Evaluations and Inspections

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

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

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

D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

F. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.

G. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

H. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

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

A. Obligations and Activities of the Contractor

1. 1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible

for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.

3. Within two (2) business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c)(1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

B. <u>Permitted Uses and Disclosures by Business Associate</u>

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

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from King County, or created or received by the Contractor on behalf of King County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

VIII. Audits

A. If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of $500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.

B. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.

C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.

D. If the Contractor, for-profit or non-profit, receives in excess of $100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.

E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in

any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

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

The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;

D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. **Dispute Resolution**

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

XI. **Hold Harmless and Indemnification**

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

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

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.

C. The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. <u>Insurance Requirements</u>

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

B. <u>Minimum Scope and Limits of Insurance</u>

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

Coverage shall be at least as broad as:

1. Commercial General Liability:

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

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

2. Professional Liability:

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

   Minimum Limit: <u>$1,000,000</u> per claim and in the aggregate.

3. Automobile Liability:

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

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

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

4. Workers' Compensation:

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

   Minimum Limit: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability:

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

   Minimum Limit: $1,000,000

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

   a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. (CG 2010 11/85 or its equivalent)

   b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

   c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

   a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

   b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

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

E. Acceptability of Insurers

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

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

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

F. Verification of Coverage

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

G. *Municipal or State Contractor Provisions*

If the Contractor is a Municipal Corporation or a Contractor of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. Insurance for Subcontractors

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

I. All Coverages and Requirements

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

XIII. Assignment/Subcontracting

A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not

include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. The Contractor shall include Sections III.D, IV, V, VI, VII, VIII, XI, XII, XIV, XV, and XXI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

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

XIV. **Nondiscrimination**

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

XV. **Nondiscrimination in Subcontracting Practices**

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

B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.

E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which the Contractor may be subject to damages and sanctions provided for by Contract and by applicable law.

XVI. **Conflict of Interest**

A. The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

C. The Contractor acknowledges that for one year after leaving County employment, a former county employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a county action in which the former county employee participated during county employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVII. **Equipment Purchase, Maintenance, and Ownership**

A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the **County and/or federal/state government**.

B. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

C. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

D. The County will provide property tags so Contractor can mark property. The Contractor shall admit County staff to the Contractor's premises for the purpose of confirming property has been marked with County property tags. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

E. At the end of every Contract year King County EMS, in collaboration with the Contractor, will evaluate the proper surplusing and valuation of equipment.

F. In the event of contract termination, all equipment purchased by King County EMS funds will be transferred from the terminating contractor to the new service contractor. Equipment in the terminating contractor's equipment asset reserve will also be transferred to the new service contractor or returned to King County.

XVIII. **Proprietary Rights**

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

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

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

XIX. **Political Activity Prohibited**

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

XX. **King County Recycled Product Procurement Policy**

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

XXI. **Future Support**

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

XXII. **Entire Contract/Waiver of Default**

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

XXIII. **Contract Amendments**

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

XXIV. **Notices**

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

XXV. **Services Provided in Accordance with Law and Rule and Regulation**

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

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

XXVI. **Applicable Law**

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

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

KING COUNTY

FOR

King County Executive

3/1/11.

Date

City of Redmond Fire Department

Signature

John Marchione

NAME (Please type or print)

2/23/11

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

PHSKC Contract # D40952D - Advanced Life Support Services

CPRES
FEB 28 2011
RECEIVED

Scope of Work

KING COUNTY EMERGENCY MEDICAL SERVICES
Advanced Life Support (Paramedic) Service Standards

Agencies shall comply with the following standards in order to be eligible for advanced life support (paramedic) services funding from King County. Failure to comply with the standards adopted by King County pursuant to Chapter 2.26 of the King County Code or by the County Medical Program Director pursuant to Chapter 18.73 RCW shall be sufficient grounds for notification, remediation, and possible termination of funding.

Review and modifications of ALS standards may be conducted on an annual basis. Proposed changes will be submitted to the Emergency Medical Services Advisory Committee and local provider agencies for advisory comment prior to implementation.

I. **Personnel:** All emergency medical services personnel providing advanced life support (paramedic) services supported directly or indirectly by King County funds must be trained and certified by the University of Washington School of Medicine as a Mobile Intensive Care Paramedic as defined by RCW 18.71, unless approved in writing by the Emergency Medical Services Division Manager and the King County Medical Program Director. All emergency medical services personnel providing pre-hospital care in King County must be authorized to provide such care by the King County Medical Program Director.

   Standards for recertification of ALS personnel have been established by the University of Washington School of Medicine Paramedic Training Program with supplemental policies established by the King County Medical Program Director.

   All paramedic providers will develop and maintain a background check policy for the hiring of paramedic personnel. All agencies will participate in the reporting requirements of the Uniform Disciplinary Code.

II. **Continuing Medical Education:** Paramedic personnel will participate in a program of continuing medical education through the University of Washington and approved by King County and the County Medical Program Director, or his/her designee, including maintenance of invasive skills consistent with King County standards. The specific content of the Continuing Medical Education requirement for recertification is contained in the Recertification Requirements, which are attached. The University of Washington has established standards for the Continuing Medical Education of all ALS personnel.

III. **Medical Standards:** Each agency providing emergency medical services shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the Medical Program Director pursuant to RCW 18.73 and 18.71, and function under the authority of the King County Medical Program Director or a delegate physician.

a. Each agency providing advanced life support pre-hospital services must have a physician designated in writing by the King County Medical Program Director and the Emergency Medical Services Division Manager to provide medical control, including but not limited to:

1. Provide in-service education to paramedic based upon run reviews and other appropriate material;

2. Ensure compliance with King County advanced life support medical standards for the triage, treatment and transport of patients;

3. Provide the Emergency Medical Services Division and the King County Medical Program Director with information and documents necessary for paramedic recertification, including invasive skills maintenance records, continuing medical education records and a recommendation to the Medical Program Director regarding the granting or withholding of a recommendation for recertification;

4. Maintain an effective liaison with emergency room physicians, hospitals and other to assure an effective working relationship with the paramedic program;

5. Participate in the development and implementation of a quality assurance improvement system coordinated by Harborview Medical Center and King County;

6. Attend meetings called by the King County Medical Program Director to review and make recommendations regarding medical triage, treatment and transport protocols and procedures;

7. Participate in King County EMS Quality Assurance and Quality Improvement programs.

b. **Scope of Practice:** The practice activities of paramedics within the King County system are described by the basic training achieved through the University of Washington School of Medicine Paramedic Training Program and by subsequent modifications directed by the King County Medical Program Director or designee.

c. **Record Keeping and Record Submission:** The Medical Incident Report Form (MIRF) must be completed as soon as possible following an incident. These reports should then be submitted to King County Emergency Medical Services, either electronically or by mail, within 10 days from the date the incident occurred. Agencies will be responsible for retention of copies of the reports.

d. **Transportation Policy:** Each provider will be responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. Such policy should provide for transportation based upon determinants of transport need, including medical necessity, mitigating circumstances, and provider budget. The decision to transport or not, and the mode of transport, will be made with online direct medical control and made with

respect to the trauma designation of the receiving facility. Transport destinations should be consistent with the State Trauma System Activation Guidelines.

e. **Quality Assurance/Quality Improvement Programs:** Each ALS provider will agree to participate in a Quality Assurance/Quality Improvement program consistent with the standards established by King County EMS and the Harborview Paramedic Training Program. Elements of this program should include: 1) paramedic run review, 2) directed Continuing Medical Education, 3) case discussion and follow up, and 4) documented participation in Quality Improvement activities within the agency.

f. **Patient Confidentiality:** Information concerning the evaluation and treatment of a patient by ALS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient or his/her court-appointed representative completes and signs an Authorization for Release of Information form.

IV. **Equipment**

a. All vehicles used to deliver emergency medical services and supported by King County funds must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing.

b. Medical equipment used by personnel supported by King County funds must meet appropriate federal or state standards or county protocols.

V. **First Response Mutual Aid Agreements:** A specific plan for mutual aid with adjacent BLS and ALS providers should be established and available for review by King County EMS.

VI. **Proposed Research and Evaluation Activities:** Any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds must receive prior review and written approval by the Medical Program Director and the King County Emergency Medical Services Division Manager and must be in compliance with State, County and local regulations and laws.

VII. **Performance Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, the EMS Division – with the assistance of the EMS Advisory Committee and the Financial Staff Team – shall develop mechanisms for improved performance oversight by the EMS system and elected officials. Performance indicators will be established and reviewed by King County EMS and reported by the EMS Division to each ALS agency and in public presentations. Mitigation activities will be initiated with local providers if needed.

Reports will be distributed to provider agencies on a regular basis. Standards for each provider will be monitored in the following major areas: total call volume, average response time, percent of response times greater than or equal to 10, 12, and 14 minutes, out-of-service times, number of transports and mode of transport. Additional performance indicators may be added, with the assistance of the EMS Advisory Committee and the Financial Staff Team.

VIII. **Financial Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, indicators shall be developed which improve financial oversight by the EMS system and elected officials. The EMS Division, in conjunction with the EMS Advisory Committee and the Financial Staff Team, shall develop standardized financial reporting measures that will include, but may not be limited to:

a. Selection, development, and tracking of ALS system costs.
b. A standard costing system for reporting dollar expenditures for ALS activities.
c. Funding allocation mechanism.

NEW SECTION:
IX. **Deliverables:**

Contractors will provide the following deliverables to King County EMS:

1. Year End Report: The Contractor will submit its Year End Report no later than February 28 of each year.

2. Year End Accrual Estimate: The contractor shall submit a Year End Accrual Estimate to meet Public Health – Seattle & King County year-end deadlines.

3. Equipment Asset Plan: All ALS providers will establish an Equipment Asset Plan per the EMS Strategic Plan. The Contractor shall bill for their equipment allocation and place those funds into reserves. The Contractor shall develop and submit a King County approved Equipment Asset Plan concurrent with their Year End Report. King County EMS will work with ALS Providers to develop the mutually-approved Equipment Asset Plan.

EXHIBIT B

EMERGENCY MEDICAL SERVICES FUND
2011 - ADVANCED LIFE SUPPORT SERVICES BUDGET

Agency Name: **Redmond**

		Budget
OPERATIONAL FUNDS		
Salaries & Benefits:		
Paramedic Salaries	$	2,784,561
Field MSO Salaries	$	464,089
Overtime	$	259,438
Admin MSO/MSA & Support staff	$	172,262
Medical Direction (salary or contract)	$	50,000
Maintenance (Vehicle/Facility)	$	13,752
Support Services	$	15,843
Subtotal Salaries:	$	3,759,945
Employee Benefits	$	1,061,552
Subtotal Employee Salaries & Benefits:	**$**	**4,821,497**
Other Costs:		
Medical Supplies & Equipment	$	123,600
Office & Computer Supplies & Equipment	$	17,274
Uniforms, Fire & Safety Supplies	$	15,500
Dispatch	$	124,450
Communications	$	25,000
Vehicle Maintenance	$	32,500
Diesel/Fuel	$	30,000
Facility Costs	$	23,500
Training	$	17,500
Misc.	$	22,442
Subtotal Other Costs:	**$**	**431,766**
Indirect/Overhead Costs:		
Information Technology/Computers		
Risk/Insurance		
Payroll/Personnel/Human Resources		
Finance/Accounting/Contracts		
Other Overhead [1]	$	365,560
Subtotal Indirect/Overheard Costs:	**$**	**365,560**
SUBTOTAL OPERATIONAL ALLOCATION:	**$**	**5,618,823**

Use of Operational Reserves (ALS Provider Balances or EMS Reserves):

Salary/COLA Reserve	$	52,860
SUBTOTAL OPERATIONAL RESERVES:	**$**	**52,860**
TOTAL OPERATIONAL:	**$**	**5,671,683**

PAGE 2 -- 2011 ALS BUDGET FOR Redmond

		Budget
EQUIPMENT ALLOCATION		
Unit Allocation	$	257,691
Vehicle Reserve	$	61,481
TOTAL EQUIPMENT ALLOCATION:	**$**	**319,172**
TOTAL OPERATIONAL:	**$**	**5,671,683**
TOTAL 2011 ALS:	**$**	**5,990,855**

Provider Signature

Title

*Internal reserves per EMS 2008-2013 Strategic Plan; Agencies will submit asset management plan showing use of funds and reserve levels sufficent for replacement of equipment.

[1] Overhead budget amount recognizes outstanding loan repayment commitment.

EXHIBIT C

EMERGENCY MEDICAL SERVICES FUND
2011 - ADVANCED LIFE SUPPORT SERVICES INVOICE

Agency Name: _____ Invoice Period: _____ % of year remaining: _____

INVOICE/PROGRESS REPORT

	Budget	This Invoice	Previous Totals	Expenses To Date	Budget Remaining	% Remaining
OPERATIONAL FUNDS						
Salaries & Benefits:						
Paramedic Salaries				$ -	$ -	
Field MSO Salaries				$ -	$ -	
Overtime		$ -	$ -	$ -	$ -	
Admin MSO/MSA & Support staff		$ -	$ -	$ -	$ -	
Medical Direction (salary or contract)		$ -	$ -	$ -	$ -	
Maintenance (Vehicle/Facility)		$ -	$ -	$ -	$ -	
Support Services		$ -	$ -	$ -	$ -	
Subtotal Salaries:	$ -	$ -	$ -	$ -	$ -	
Subtotal Employee Benefits:					$ -	
Subtotal Employee Salaries & Benefits:	$ -	$ -	$ -	$ -	$ -	
Other Costs:						
Medical Supplies & Equipment				$ -	$ -	
Office & Computer Supplies & Equipment				$ -	$ -	
Uniforms, Fire & Safety Supplies				$ -	$ -	
Dispatch					$ -	
Communications				$ -	$ -	
Vehicle Maintenance				$ -	$ -	
Diesel/Fuel				$ -	$ -	
Facility Costs				$ -	$ -	
Training				$ -	$ -	
Misc.				$ -	$ -	
Subtotal Other Costs:	$ -	$ -	$ -	$ -	$ -	
Indirect/Overhead Costs:						
Information Technology/Computers				$ -	$ -	
Risk/Insurance				$ -	$ -	
Payroll/Personnel/Human Resources				$ -	$ -	
Finance/Accounting/Contracts				$ -	$ -	
Other Overhead				$ -	$ -	
Subtotal Indirect/Overheard Costs:	$ -	$ -	$ -	$ -	$ -	
SUBTOTAL OPERATIONAL ALLOCATION:	$ -	$ -	$ -	$ -	$ -	

PAGE 2 INVOICE FOR

Invoice Period: -

% of year completed: 0%

	Budget	This Invoice	Previous Totals	Expenses To Date	Budget Remaining	% Remaining
Use of Operational Reserves (ALS Provider Balances):						
					$ -	
				$ -	$ -	
				$ -	$ -	
SUBTOTAL OPERATIONAL RESERVES:	$ -	$ -	$ -	$ -	$ -	
TOTAL OPERATIONAL:	$ -			$ -		
CAPITAL ALLOCATION						
				$ -	$ -	
				$ -	$ -	
TOTAL CAPITAL ALLOCATION:	$ -	$ -	$ -	$ -	$ -	
VEHICLE TRANSITION FUNDS						
Transition Funds				$ -	$ -	
TOTAL VEHICLE TRANSITION:	$ -	$ -	$ -	$ -	$ -	
TOTAL OPERATIONAL:	$ -	$ -	$ -	$ -	$ -	
TOTAL 2011 ALS:	$ -	$ -	$ -	$ -	$ -	

Provider Signature

Title

Date

Comments: *(please comment on issues and address labor lines that are at a 10% variance and other items at a 20% variance with % of year completed)* :

*Internal reserves per EMS 2008-2013 Strategic Plan; Agencies will submit asset management plan showing use of funds and reserve levels sufficent for replacements on a schedule to be determined.

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

OP ID TT
9CITRE1

DATE (MM/DD/YYYY)
02/01/11

PRODUCER

Bannon, Carlson & Kessel, Inc.
2121 70th Ave W Ste B
University Place WA 98466-7664
Phone: 253-565-3500 Fax: 253-565-7209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

City of Redmond
PO Box 970910
Redmond WA 98073-9810

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	GP06302427	09/01/10	09/01/11	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 0
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
						Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	GP06302427	09/01/10	09/01/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	GE06300113	09/01/10	09/01/11	EACH OCCURRENCE	$ 20,000,000
						AGGREGATE	$ 20,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under SPECIAL PROVISIONS below	GP06302427 WA STOP GAP	09/01/10	09/01/11	WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

King County, its officers, officials, employees, and agents are included as additional insured, per attached CG D4 80 as respects liability arising out of liability of the Named Insured in connection with: Contract D40952D - Advanced Life Support Services.

CERTIFICATE HOLDER

KINGCO0

King County Public Health
401 5th Ave. #1300
Seattle WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dan DeTonato

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion

B. Non-Owned Watercraft 50 Feet Long Or Less

C. Owned Watercraft Less Than 25 Feet

D. Aircraft Chartered With Pilot

E. Damage To Premises Rented To You

F. Increased Supplementary Payments

G. Who Is An Insured – Public Entities, Elected Or Appointed Officials, And Members Of Your Boards

H. Who Is An Insured – Employees And Volunteer Workers

I. Who Is An Insured – Newly Acquired Or Formed Organizations

J. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

K. Blanket Additional Insured – Lessors Of Leased Equipment

L. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

M. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies

N. Good Samaritan Services Coverage – Amendment of Occurrence Definition and Each Occurrence Limit

O. Contractual Liability – Railroads

P. Knowledge And Notice Of Occurrence Or Offense

Q. Unintentional Omission

R. *Blanket Waiver Of Subrogation*

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   (2) A watercraft you do not own that is:

   (a) Fifty feet long or less; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

   Any person or organization that, with your express or implied consent, either uses or is re-

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sponsible for the use of a watercraft that you do not own that is:

(1) Fifty feet long or less; and

(2) Not being used to carry any person or property for a charge.

C. OWNED WATERCRAFT LESS THAN 25 FEET

1. The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   This exclusion does not apply to a watercraft you own that is:

   (a) Less than 25 feet long; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

   Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

   (1) Less than 25 feet long; and

   (2) Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Exclusions **c.**, **g.** and **h.**, and Paragraphs **(1)**, **(3)** and **(4)** of Exclusion **j.**, do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits *Of Insurance.*

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

      The Damage To Premises Rented To You Limit will be:

      a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

      b. $100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** *of* ***SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS***:

   (b) That is insurance for "premises damage"; or

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7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

F. **INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. **WHO IS AN INSURED – PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS**

1. The following is added to Paragraph **1.** of **SECTION II – WHO IS AN INSURED**:

   If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

   a. "Bodily injury" or "personal injury":

      (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while performing duties related to the conduct of your business;

      (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;

      (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";

      (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph **a.(3)** above; or

      (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1), (2), (3)** or **(4)** above.

      Unless you are in the business or occupation of providing "professional health care services", Paragraphs **a.(1), (2), (3), (4)** and **(5)** above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a nurse or doctor. Any such elected or appointed officials, "executive officers" or directors providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

   b. "Property damage" to property:

      (1) Owned, occupied or used by;

      (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

   Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph **1.d.** of **SECTION II – WHO IS AN INSURED**:

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An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Your boards":

a. Means any board, commission, or other governmental unit or department that:

(1) Is under your jurisdiction; and

(2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority."

"Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED**:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED**:

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or doctor. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

I. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

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Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

K. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

L. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

N. GOOD SAMARITAN SERVICES COVERAGE – AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards";

c. Any of your "employees" or "volunteer workers"; or

d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** –Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

2. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards";

c. Any of your "employees" or "volunteer workers"; or

d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** –Bodily Injury And Property Damage Liability applies;

in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A lawfully elected or appointed official, "executive officer" or director of any public entity;

(ii) A partner or member of any partnership or joint venture;

(iii) A manager of any limited liability company;

(iv) A trustee of any trust; or

(v) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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Q. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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