

WALLA WALLA COUNTY
EMS DATA SUBMISSION AGREEMENT
2013

THIS AGREEMENT, entered into by and between

The City of College Place Fire Department, herinafter referred to as "Agency,"

Walla Walla County Department of Emergency Medical services, herinafter referred to as the "Contractor."

IT IS THE PURPOSE OF THIS AGREEMENT TO: Authorize the Walla Walla County Department of Emergency Medical Services, the Data Collection Site, to facilitate the delivery of all patient records generated by the agency. The data will be used to: determine increases in percentages of EMS responses for budgeting and EMS levy distribution purposes; for establishing demographic data for EMS system planning for Walla Walla County; and to be compliant with the Washington EMS Information System and the National Agreement on Data Standards.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SPECIAL TERMS AND CONDITIONS

STATEMENT OF WORK- The Contractors shall furnish the necessary personnel, services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "B" attached hereto and incorporated herein.

TERMS AND CONDITIONS- All rights and obligations of the parties to this agreement shall be subject to and governed by the GENERAL TERMS AND CONDITIONS attached hereto as Exhibit "A".

PERIOD OF PERFORMANCE-Subject to its other provisions, the period of performance of this contract shall commence on **January 1, 2013** and be completed on **December 31, 2013**, unless terminated sooner as provided herein. In the event a new contract is not executed by **January 1, 2014**, and the parties continue to cooperate in this program, this agreement shall be deemed to continue from month to month until written notice of termination is given, as outlined above.

CONSIDERATION- The consideration to be derived by the parties to this agreement is the mutual benefit received through the performance of the services described herein.

CONTRACT MANAGEMENT-The agency Contracting Officer, Agency Medical Officer, or his or her successor, shall be responsible for monitoring the performance of the contractor as needed.

ORDER OF PRECEDENCE – In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations;
2. General Terms and Conditions;
3. Statement of Work; and
4. Any other provisions of the agreement whether incorporated by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN – This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this agreement, the following terms shall have the meanings set forth below:

- a. "Contractor(s) shall mean those agencies, firms, providers, organizations, individuals or other entity performing services under this agreement. It shall include any subcontractor retained by the prime contractor(s) as permitted under the terms of this agreement.
 - b. "Contracting Officer shall mean the (Agency Chief)(Agency Medical Officer) of the Agency and his/her delegates within that office.
 - c. "The Agency" shall mean the provider Agency responsible for submitting registry data to the Walla Walla County Department of EMS.
1. **NONDISCRIMINATION** – During the performance of this agreement, the contractor(s) shall comply with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), Washington State Law against Discrimination, Chapter 49.60 RCW, as well as the department's nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, and include, but are not limited to:
 - a. Nondiscrimination in employment: The contractor(s) shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society of its activities.
 - b. The contractor(s) shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.
 2. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN** – In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor(s) may be declared ineligible for further contracts with the Agency. The contractor(s) shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the disputes procedure set forth herein.
 3. **RECORDS, DOCUMENTS, AND REPORTS** – The contractor(s) shall maintain records, documents and other materials relevant to the provision of goods or services and adequate to document the scope and nature of the goods or services provided.

If the agreement reimburses the contractor(s) for costs incurred performance, the contractor shall in addition maintain records, documents and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the agency or contractor. The contractor(s) will retain these materials for seven (7) years after settlement, or termination.

4. **SAFEGUARDING OF PATIENT INFORMATION** – The use or disclosure by any party of any information concerning a patient obtained in providing service under this agreement shall be

subject to chapter 70.168 RCW, Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal, state and local statutes and regulations.

5. **LICENSING AND ACCREDITATION STANDARDS** – The Contractor(s) shall comply with all applicable local and state requirements/standard, necessary in the performance of this agreement.
6. **RIGHT OF INSPECTION** – The Contractor(s) shall provide the Agency and other Agency-authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement on behalf of the agency.
7. **CHANGES AND MODIFICATIONS** – The Parties may mutually amend the agreement by written contract amendment.
8. **DISPUTES** – If either party to this agreement determines that a dispute regarding this agreement cannot be otherwise resolved, that party shall so notify the other party in writing. The dispute shall be resolved in the following manner: The Agency shall appoint a member to a dispute board. The Contractor(s) shall appoint a member to a dispute board. The Agency and the Contractor(s) shall jointly appoint a member to a dispute board. The dispute board shall evaluate the dispute and make a determination regarding the dispute. Except as provided below, the parties agree that such a determination of a dispute board shall precede any action in a judicial or quasi-judicial tribunal.
9. **TERMINATION FOR DEFAULT**- The Agency's determination to revoke, suspend or deny the designation of the contractor for failure of the contractor to perform any of the contract provisions, including but not limited to designation requirements, shall result in the termination of this agreement for default.
10. **TERMINATION PROCEDURE**- Except as otherwise provided in this agreement, the Agency Contracting Officer may terminate this agreement upon 90 days written notification to the contractor. If the agreement is so terminated, the Agency shall be liable for performance in accord with the terms of this agreement for performance rendered prior to the effective date of termination.
11. **PROVIDER TERMINATION**- Except as otherwise provided in this agreement, the contractor may terminate this agreement upon 90 days written notification. If this agreement is so terminated, the contractor shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.
12. **GOVERNING LAW** – This agreement shall be governed by the laws of the State of Washington.
13. **SEVERABILITY** – If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be in effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

EXHIBIT B

STATEMENT OF WORK

The Walla Walla County Department of Emergency Medical Services Data Collection Site shall:

- A. In conjunction with the agency contracting officer the Data Collection Site shall:
1. Establish a schedule for data/patient records input into the Central Site WEMSYS.
 - a. Records will be input on a regular basis into the Central Site WEMSYS.
 - b. Records will be input by the EMS office staff who will be the only persons who will have access to the raw patients, disks or paper. All EMS Staff will sign confidentiality agreements attached herein and referred to as Exhibit C.
 - c. The data will be used to: determine increases in percentages of EMS responses for budgeting and EMS levy distribution purposes; for establishing demographic data for EMS system planning for Walla Walla County; and to be compliant with the Washington EMS Information System and the National Agreement on Data Standards.
 - d. Data will be sent to the South Central Regional EMS & Trauma Care Council and made available to the EMS agencies in Walla Walla County.
- B. Notify the Agency of any change of status regarding any term or condition of this agreement
- Such notification shall be submitted in writing to the Agency Contracting Officer within ten (10) days of the time when the contractor(s) becomes aware of such a change in status.
- A corrective action plan to restore compliance with the terms and conditions of this contract shall be submitted in writing to the Agency Contracting Officer within thirty (30) days of the time when the contractor becomes aware of such change in status.
- C. Sign the Confidentiality Agreement attached herein and referred to as Exhibit C.

The **AGENCY** shall:

- A. Establish and maintain patient records which shall:
1. Include all data elements as defined in WAC 246.976.430.
 2. Ensure data elements related to the identification of individual patients, providers and agencies shall be confidential as required in Chapter 70.168, Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal, state and local statutes, regulations and practices.
 3. In conjunction with representatives from the Data Collection Site, identify approved uses and users of the patient records submitted to the Data Collection Site consistent with requirements for confidentiality of patient records.
- B. Error check records. When completing run sheets, error check and correct records prior to sending them to the Data Collection Site.
- C. Ensure confidentiality of information, records, reports and monitoring activities. Such reports shall be exempt from public disclosure under the provisions of RCW 70.168.090, and not subject to discovery by subpoena or admissible as evidence.
- D. Notify the contractor(s) of any change in the Agency Contracting Officer within 10 days.

EXHIBIT C

CONFIDENTIALITY AGREEMENT

Between:

CITY OF COLLEGE PLACE FIRE DEPARTMENT
Submitting Agency

And

The Walla Walla County Department of Emergency Medical Services
Data Collection Site

This agreement is established to assure that any agency or entity performing the function of inputting records or transferring of these patient records, understands and agrees to the following provisions:

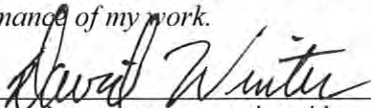
Per RCW 70.168.090, data elements related to the identification of individual patient's, providers, and facility's care outcomes is confidential and is not subject to discovery by subpoena or admissible as evidence.

Per RCW 70.02.020 an agent or employee of a health care provider may not disclose health care information about a patient to any other person without the patient's written authorization.

Only bona fide representatives of an agency submitting patient records, the state office of Emergency Medical and Trauma Prevention, and designated agents of that office shall have access to data elements related to the identification of individual patients, providers, and agencies. In the case of individual agencies submitting patient records, their access is limited to their own agency's records.

Per the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations governing privacy including, but not limited to, 45 CFR Section 160-164, the agency and its representatives shall not use or disclose protected health information, except as permitted by regulation. The agency may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.

I will not directly or indirectly use or disclose to others any confidential information entered into the data collection site, *except as such use or disclosure is required in connection with the proper performance of my work.*



Signature of agency representative, title

12/19/12

Date



Signature of Data Collection Site representative, title

12/19/12

Date