

**NORTHWEST REGION EMS & TRAUMA CARE COUNCIL, INC.  
AND  
North Mason Fire Authority, WASHINGTON**

**INJURY PREVENTION SERVICE AGREEMENT- FY16**

THIS AGREEMENT is made and entered into in duplicate originals by and between Northwest Region EMS & Trauma Care Council, a non-profit corporation, hereinafter referred to as the "**COUNCIL**", and North Mason Fire Authority EMS, Washington hereinafter referred to as the "**SERVICE PROVIDER**";

**WITNESSETH:**

**WHEREAS**, the **COUNCIL** desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

**WHEREAS**, sufficient **COUNCIL** resources are not available to provide such services; and

**WHEREAS**, the **SERVICE PROVIDER** is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES**

The **SERVICE PROVIDER** shall perform such services and accomplish such tasks as are identified and designated as **SERVICE PROVIDER** responsibilities throughout this Agreement and as detailed in **EXHIBIT A** attached hereto and made a part hereof.

**2. TERM**

The term of this Agreement shall begin on **July 1, 2015** and shall terminate on **June 30, 2016**, unless sooner terminated according to the provisions herein or if funding for this contract, through DOH contract **N 21187** is terminated.

**3. COMPENSATION AND METHOD OF PAYMENT**

**A. TOTAL AMOUNT OF THIS CONTRACT NOT TO EXCEED \$ 400.00**

**B.** Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the **COUNCIL**.

**C.** No payment shall be made for any service rendered by the **SERVICE PROVIDER** except for services identified and set forth in this Agreement. The **COUNCIL** shall pay the **SERVICE PROVIDER** for work performed under this Agreement as detailed in **EXHIBIT A**.

**D.** The **SERVICE PROVIDER** shall submit to the **COUNCIL** the Request for Payment form (Exhibit B) for services described in Exhibit A.

**E.** The **COUNCIL** shall initiate authorization for payment after receipt of said Request for Payment form Exhibit B and shall make payment to the **SERVICE PROVIDER** within sixty (60) days thereafter.

4. **ASSIGNMENT/SUBCONTRACTING**

The **SERVICE PROVIDER** shall not assign its performance under this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**

A. The parties intend that an independent **CONTRACTOR/COUNCIL** relationship will be created by this Agreement. The **COUNCIL** is interested primarily in the results to be achieved; the implementation of services will lie solely with the **SERVICE PROVIDER**. No agent, employee, servant or representative of the **SERVICE PROVIDER** shall be deemed to be an employee, agent, servant or representative of the **COUNCIL** for any purpose, and the employees of the **SERVICE PROVIDER** are not entitled to any of the benefits the **COUNCIL** provides for its employees. The **SERVICE PROVIDER** will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives during the performance of this Agreement.

B. In the performance of the service herein contemplated the **SERVICE PROVIDER** is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the **COUNCIL** and shall be subject to the **COUNCIL'S** general rights of inspection and review to secure the satisfactory completion thereof.

6. **TREATMENT OF ASSETS**

The **COUNCIL** shall become the owner of the work product and other documents prepared by the **SERVICE PROVIDER** pursuant to this Agreement.

7. **COMPLIANCE WITH LAWS**

The **SERVICE PROVIDER**, in the performance of this Agreement, shall comply with all applicable federal, state or local laws, ordinances and regulations.

8. **NONDISCRIMINATION**

A. Nondiscrimination in Employment. In the performance of this Agreement, the **SERVICE PROVIDER** will not discriminate against any employee or applicant for employment on the ground of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Such action shall include, but not be limited to: application for employment, employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The **SERVICE PROVIDER** shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

B. Nondiscrimination in Services. The **SERVICE PROVIDER** will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

9. **POLITICAL ACTIVITY PROHIBITED**

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

10. **PROHIBITED INTEREST**

No member, officer, or employee of the **COUNCIL** shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. **TERMINATION**

A. Termination for Convenience. Upon mutual agreement, either party may terminate the Agreement, in whole or in part, by at least thirty (30) days written notice to the other party. The **SERVICE PROVIDER** shall be paid costs for work performed up to the time of termination. The **SERVICE PROVIDER** shall promptly submit a termination claim. If the **SERVICE PROVIDER** has any property in its possession belonging to the **COUNCIL**, the **SERVICE PROVIDER** will account for the same and dispose of it in the manner directed by the **COUNCIL**.

B. Termination for Cause. If the **SERVICE PROVIDER** fails to perform in the manner called for in this Agreement, or if the **SERVICE PROVIDER** fails to comply with any of the provisions of the Agreement, the **COUNCIL** may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the **SERVICE PROVIDER** setting forth the manner in which the **SERVICE PROVIDER** is in default. The **SERVICE PROVIDER** will only be paid for services performed in accordance with the manner of performance set forth in the Agreement.

12. **ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys fees and other costs incurred in that action or proceeding.

13. **JURISDICTION**

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Washington.

14. **SEVERABILITY**

A. If, for any reason, any part, term or provision of this Agreement is held by the court to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**16. ENTIRE CONTRACT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provisions of this Agreement does not constitute a waiver of the provisions of the Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed the day and year first herein above written.

**COUNCIL:**

NORTHWEST REGION EMERGENCY MEDICAL SERVICES  
AND TRAUMA CARE COUNCIL, INC.

Signature:

\_\_\_\_\_  
Terry Anderson, Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
René Perret, Exec. Director

\_\_\_\_\_  
Date

**SERVICE PROVIDER:**

NORTH MASON FIRE AUTHORITY, WASHINGTON

Signature:

\_\_\_\_\_  
SERONY NICKS  
print name

\_\_\_\_\_  
CHAIRMAN  
print title

\_\_\_\_\_  
1/13/2016  
Date

NORTHWEST REGION EMS & TRAUMA CARE COUNCIL  
EXHIBIT A

I. SERVICES

Northwest Region EMS Council  
PO Box 5179  
Bremerton, WA 98312  
Phone: (360) 431-7311  
Email: [rene@nwrems.org](mailto:rene@nwrems.org)

Injury Prevention Grant Request

Agency: North Mason Fire Authority

County: Clallam Phone: 360-525-6711

Contact person: Tracy Thomas Email: tracy@northmasonfire.com

Describe your agency's injury prevention project:

492 ATAKUPO

Describe your target population:

Endpoint or outcome measures:

FY16 GRANT REQUEST FORMS DUE BY OCTOBER 31, 2015

email or mail to address above

Committee Use:

Approved (Yes) No

Comments:

Amount Awarded: \$400

Agency contacted:

## EXHIBIT A (Continued)

### Describe your agency's injury prevention project:

North Mason Regional Fire Authority is seeking funding to provide bike safety helmets for all of the students within our fire response area. This area currently includes two elementary schools both containing 475 students, one Head Start program containing 50 students and miscellaneous child care pre-school facilities containing an estimated 60 students. This brings the total to 1060. This year North Mason Fire has received a grant to provide specific bicycle safety training to all elementary students throughout the year with Ameri-corps members. The Fire Authority has already secured permission from local schools to provide this training as part of the school curriculum during school hours. Initial training will include proper helmet fitting and general bicycle safety topics. We strongly believe that a major issue with children not wearing bike helmets is a result of either parents not being able to afford them or parents not having the time to purchase them. With funding provided by the Northwest Region and other local businesses, citizens and agencies we will be able to provide this service as well as proper fitting and training to all K-5<sup>th</sup> grade students in our community, reducing the risk of head injury.

### Describe your target population:

Our target population is specific to the elementary schools and pre-schools in our response area. Given the need to properly fit students, and educate them, we found that partnering up with the local schools is the best way to provide this service. We have forecasted an additional 40 helmets for children that are not in school, home schooled, or otherwise not involved with schools that will be distributed as needed by Fire Authority staff. National Safe Kids reports that only 45% of children wear helmets, and we would venture to speculate that even a less wear properly fitted helmets. Knowing that helmet safety was heavily focused on in the 1990's due to the large number of injuries, this curriculum has been pushed aside due to the perceived decrease in head injuries and bicycle incidents.

### Endpoint or outcome measures:

We believe, and witness on a daily basis children not wearing helmets. Simply stated our outcome is to eliminate this. Outcomes will be measured on two simplistic approaches. The first will be a pre course survey to determine if children have helmets, wear helmets, or know general bicycle safety. After proper fitting, and safety lesson children will be given post course surveys to determine knowledge gain. It is our anticipation that at least 80% of the children (remove children who are not present both times) will have a knowledge gain, as well as leaving the course with a properly fitted helmet. The second part of this will be to evaluate all bicycle injuries within our response area to determine if the child was part of the program, did they have a helmet, and nature of the incident. These numbers, the first ones ever gathered will be used to determine the validity of the course and free helmet program for future funding and curriculum development.

## EXHIBIT A (Continued)

### **Total Cost Evaluated:**

The cost of delivering the training will be free. Local schools have devoted time for our Ameri-corps members to enter the schools and deliver the training. There will be no cost for the two anticipated community bike safety rodeos and community events. There will be no cost for the materials copied and supplied to the schools. There is no cost for the bikes used in the rodeo as they will be provided by local agencies. Bike helmet fitting will be provided to Fire Authority staff at no cost as part of monthly training. This leaves us with the product. Bike helmets are \$7.25 after tax (negotiated price through HelmetsRus), for a grand total of \$7705.17 (=/- tax rate). We are seeking funds to provide this service. Any assistance would be greatly appreciated.

EXHIBIT B

Northwest Region EMS Council

P. O. Box 5179  
Bremerton, WA 98312

Phone: (360) 431-7311 Email: rene@nwrems.org

REQUEST FOR PAYMENT

Injury Prevention Funds Request

INFORMATION

Amount Requested: \$ 400-

Program Title: BIKE HELMETS

Program Date(s): 2016

ATTACHMENTS - (Must be attached)

Invoice (If Applicable)     Proof of Payment    \$ 400.00

APPROVAL

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_