

LICENSE AGREEMENT

BETWEEN

KING COUNTY

AND

AGENCY

This licensing agreement ("Agreement") is between King County ("County") and ("Agency"), a governmental agency with authority over _____ Emergency Medical Dispatch Services with its principal place of business located at _____.

WHEREAS, County developed and holds a copyright for written documents entitled "Criteria Based Dispatch Guidelines" ("CBD Guidelines"), "Criteria Based Dispatch Basic Instructor Lesson Plan" ("CBD Basic Lesson Plan"), and "Criteria Based Dispatch Continuing Medical Education Lesson Plans" ("CBD CME Lesson Plans), for use by emergency medical dispatchers in King County, Washington; and

WHEREAS, County desires that other emergency medical agencies have the benefit of using these above listed documents and associated training materials ("CBD Documents") for their emergency dispatch centers; and

WHEREAS, the Agency desires to promote and make available CBD Documents to its emergency dispatch centers; and

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall remain in effect for a period not to exceed three (3) years upon signature of this Agreement by both parties unless previously terminated by either party in accordance with the Termination provisions herein. The parties may extend the Agreement by mutual agreement in writing.

2. GRANT OF LICENSE

A. County hereby grants permission for the Agency to use, reproduce and distribute CBD Documents, subject to the provisions of this Agreement. Distribution of CBD Documents under this Agreement shall be limited to the publicly funded dispatch centers within (agency jurisdiction). Any other use, including but not limited to the sale or distribution of the CBD Documents, is prohibited without prior written consent from King County.

(Agency Name) License Agreement
(Date)

B. The Agency may make minor modifications to the CBD Documents to meet the specific needs and procedures of Agency, as follows:

- (1) Adding the Agency's name and logo to the CBD Documents;
- (2) Cosmetic changes necessary for efficient duplication and distribution of the CBD Documents;
- (3) Moving dispatch criteria between columns and changing response levels;
- (4) Minor changes in wording of the Vital Points interrogation questions, to reflect agency changes in response criteria;
- (4) Minor changes in wording to the Pre-Arrival instructions to reflect medical control preferences for the Agency; and
- (5) Minor changes in the CBD Documents to reflect Agency changes in its CBD Guidelines.

No other modifications can be made without prior written permission from King County.

C. The Agency may request permission to interface or integrate the CBD Guidelines in a Computer Aided Dispatch (CAD) system used by dispatch centers. These requests will be reviewed on a case by case basis and must receive prior approval by the County. Details of this permission and arrangement will be subject to a separate agreement. The Agency shall not sublicense, sell, trade or give any CBD Document or Guidelines to any other entity without County's advance written permission.

D. All copies of the CBD Guidelines, printed by the Agency and/or by any consolidated dispatch center shall contain the following notation:

THIS IS COPYRIGHTED MATERIAL. *The Criteria Based Dispatch ("CBD") Guidelines have been customized at the direction of and under the medical control of The Agency for emergency dispatch centers acquiring and using the CBD Guidelines pursuant to a license granted by King County, the copyright holder. Use or alteration of these CBD Guidelines is prohibited, unless implemented via written authority of King County. King County assumes no medical control, responsibility nor liability for use of the CBD Guidelines outside King County, Washington, USA.*

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Public Health – Seattle and King County
401 5th Avenue, Suite 1200, Seattle, Washington, USA 98104
(206) 296-4693
All Rights Reserved

E. All copies of the CBD Basic Lesson Plan (or CBD CME Lesson Plans), printed by the Agency and/or by any consolidated dispatch agency shall contain the following copyright notation:

THIS IS COPYRIGHTED MATERIAL. *The Criteria Based Dispatch (CBD) Basic Lesson Plan (or CBD CME Lesson Plans) has or have been customized at the direction of and under the medical control of the Agency for emergency dispatch centers acquiring and using the CBD Guidelines, and pursuant to a license granted by King County, the copyright holder. Use or alteration of these lesson plans is prohibited unless implemented via written authority of King County. King County assumes no medical control, responsibility nor liability for use of the CBD Guidelines outside King County, Washington, USA.*

(Agency Name) License Agreement
(Date)

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401 5th Avenue, Suite 1200, Seattle, Washington, USA 98104
All Rights Reserved*

3. TRAINING

A. After a signed and fully executed licensing agreement is on file with County, the Agency may request assistance with Basic EMD training. If agreed that County will provide a Basic EMD Course in the county or state of the Agency, Agency must provide eight (8) weeks notice prior to the course date. County shall provide one (1) copy of the CBD Documents to Agency four (4) weeks prior to the class date. CBD Documents will be sent as electronic PDF files only. Files are for use by Agency only as provided pursuant to this Agreement.

B. Agency may send CBD Instructor candidates to a CBD Instructor Course sponsored by County in King County or may request a CBD Instructor Course to be conducted in their area. Agency will ensure that any future Basic CBD training courses are instructed by Emergency Medical Dispatch (“EMD”) Instructors who have successfully completed a County sponsored Criteria Based Dispatch Instructor Course and any other required Instructor courses as determined by the County to maintain current CBD Instructor Status.

C. The Basic CBD Course shall be taught by both a dispatcher and an ALS Certified individual, as described in the CBD Basic Lesson Plan:

- (1) The medical portions of the training (i.e. medical background information, dispatch criteria and rationale) must be presented by Advanced Life Support (“ALS”) certified individuals, or an instructor with credentials as a paramedic, RN or physician. An Emergency Medical Technician experienced and expert in instruction of medical content including but not limited to Anatomy and Physiology, Pathophysiology and Basic Life Support, including CPR, may be used as a CBD Instructor whenever an ALS instructor is not available.
- (2) The non-medical portions of the course (interview, pre-arrival instructions, short report questions, etc.) shall be presented by on-line EMDs or individuals with experience managing or supervising an active EMD system.

D. After the Agency trains Criteria Based Dispatched Instructors per this Agreement, County shall agree to provide one (1) set of the CBD audiovisual materials (Powerpoint CD, video tapes and audio wave files) and the CBD Basic Lesson Plan to the Agency, upon request.

E. Classroom Lesson Plans and Powerpoint files for dispatch Continuing Medical Education developed by County, can be made available to Agency, upon request. Online CME (EMS Online) is available to Agency under separate agreement.

4. PRICE AND PAYMENT

A. Agency shall be required to make a payment of \$_____ to County as a one-time fee, in consideration of the resources expended to develop the CBD Documents and the right to use, reproduce and distribute the CBD Documents.

(Agency Name) License Agreement
(Date)

- B. The cost of the paper or electronic files and reproduction costs will be reimbursed to County by the Agency, if needed.
- C. County agrees to invoice the Agency within 30 days of the final execution of this agreement.
- D. The Agency shall pay for these items within 30 calendar days of receipt of the invoice from County.
- E. The following Services may be provided to Agency under the terms agreed to by both parties:
 - (1) Consultation provided by the County, to include but is not limited to subject areas of CBD program development, implementation, training and/or quality improvement.
 - (2) CBD training provided by County in your area, to include but not limited to travel, per diem for lodging and meals, instructor wages.
 - (3) Reproduction of program materials.

The cost for printing and distribution of Criteria Based Dispatch Guidelines to be used by emergency dispatch centers in (your area) will be paid by your agency.

5. TERMINATION. This Agreement may be terminated in the following manner:

- A. By mutual written agreement of the parties;
- B. By County "for cause", after providing written notice to Agency and Agency fails to cure the default as described in the notice ; or if the County determines that a material breach of this Agreement has occurred.

In the event of a termination, the Agency shall return all CBD Documentation and remove the System from the CAD System within thirty (30) calendar days of termination date.

6. INDEMNIFICATION

The Agency shall defend, indemnify and hold harmless the County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or rising out of arising out of the services/property provided under this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the Agency shall defend same at its sole cost and expense and if final judgment be rendered against the County its officers, officials, agents and employees or any of them, or jointly against the County and the Agency, their respective officers, agents and employees or any of them, the Agency shall satisfy same.

7. ENTIRE AGREEMENT

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.

(Agency Name) License Agreement
(Date)

8. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

9. WAIVER

Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties hereby set their hand, as dated below:

KING COUNTY

Agency Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Director, Public Health –
Seattle and King County

Position/Title, Name
Agency Name/Location

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

By: _____

Jane McKenzie, Deputy
Prosecuting Attorney

(Signature approval for boilerplate on file)

By: _____

(Optional approval as to form for Agency)

Date _____

Date: _____