



City Council Agenda Bill

20219

Bill Number

Subject: Emergency Medical Services Interlocal Agreement

Summary Statement: On December 8, 2010 the Whatcom County Council resolved to discontinue the long standing "Interlocal Cooperative Agreement for Emergency Medical Services" (EMS). Exhaustive efforts have been undertaken over the last three years, with various stakeholders, attempting to address County Council concerns related to the provision of countywide EMS. On July 23, 2013 the County Council directed the County Executive to negotiate contracts to provide countywide paramedic services: 1) with the City of Bellingham for the provision of three paramedic ambulance and a 24/7 EMS supervisor/chase car, 2) with Fire District 7 for the provision of one paramedic ambulance. The County Executive's office will be providing overall EMS system administrative services. The attached Interlocal Agreement, presented for Council approval, contains the product of those negotiations.

Previous Council Action: June 2012 City/County Joint Resolutions, August 5 2013 direction to staff to proceed with contract negotiations.

Fiscal Impact: This agreement represents a reduction in paramedic service related revenue, a corresponding reduction in paramedic service related expenses. The contract contains a limited provision for funding of attrition costs.

Funding Source: Contract for services with Whatcom County

Attachments: EMS Contract

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Vote Requested	09-Dec-2013	Authorize Contract	Roger Christensen	:10

Council Committee:

Public Works / Public Safety
Stan Snapp, Chair
Terry Bornemann; Gene Knutson

Agenda Bill Contact:

Roger Christensen

Committee Actions:

Reviewed By	Initials	Date
Fire	<i>KL</i>	11/18/13
Finance	<i>BA</i>	12/3/13
Legal	<i>EPH</i>	11/26/13
Mayor	<i>KL</i>	12-3-13

Council Action:

INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

This Interlocal Agreement for Advanced Life Support Services ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM, a municipal corporation, hereinafter referred to as the 'City'. Together, the County and the City are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, statutes and regulations concerning the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, the County and City previously executed agreements to fund and operate a county-wide advanced life support ("ALS") paramedic program called "Whatcom Medic One" (WMO); and

WHEREAS, WMO is currently funded by user fees, general funds from the County and City, along with a countywide EMS sales tax collected and dedicated to provide unified, county wide emergency medical services as provided by law; and

WHEREAS, the City has effectively operated WMO for 39 years; and

WHEREAS, in 2005, the City, County and all Whatcom County fire agencies developed a near-term, six-year emergency medical services plan, which has largely been implemented; and

WHEREAS, that planning effort also addressed longer-term planning issues, such as provision of tiered services (ALS and BLS) and development of further ALS capacity within the county fire service agencies depending upon future service demands; and

WHEREAS, changing demographics in the County, along with a greater utilization of tiered service, has resulted in changes in the nature of service delivery, expectations for service, and capacity of various agencies to deliver service, all of which have driven the search for an updated, sustainable model of a still-unified EMS system to deliver emergency medical services throughout the cities and the unincorporated area of the County; and

WHEREAS, the County provided notice to the City in December, 2010 terminating the Interlocal Agreement for EMS Services between the City and County ("Previous Interlocal for EMS Services") which is set to terminate effective December 31, 2013; and

WHEREAS, the County is the governmental entity that will assume responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the County desires to reconstruct the contractual relationship with the City which is necessary for the provision of ALS services; and

WHEREAS, the City represents that it has qualified and experienced ALS operational personnel already in place to perform the services as defined in this Agreement; and

WHEREAS, the Parties agree that a contract for services with compensation based on fixed amounts, with the fixed amounts agreed for the first three years and then renegotiated every two years, subject to the modifications set forth below, is the appropriate form of contract for the services being provided; and

WHEREAS, this Agreement will replace and supersede the Previous Interlocal Agreement for EMS Services.

THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS AND EXHIBITS:

DEFINITIONS:

"ALS Services" are limited to those services identified throughout this Agreement and those services added to this Agreement by written contract modification.

"ALS" (Advanced Life Support) means pre-hospital medical care requiring training and certification beyond the Emergency Medical Technician Basic level as required by Washington State law and regulations.

"ALS Service Provider" means those entities that contract with the County to provide pre-hospital ALS treatment and transport services and which possess Washington State ambulance licensure and operate consistent with trauma verification regulations to provide such service within Whatcom County.

"BLS" (Basic Life Support) means those services identified in Washington state law and regulations as being provided at the Emergency Medical Technician Basic level.

"EMS Oversight Board" ("EOB") means the board envisioned in Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations regarding EMS system planning, administration, operations, levels of service, EMS service costs, revenues, and associated financial reporting to the County, Cities and Fire Districts in Whatcom County. The composition and duties of the EOB have been further defined by County Ordinance #_____.

"Technical Advisory Board" ("TAB") means the board established jointly by the County and City pursuant to Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations and information on operational, educational, and logistical components of ALS service in Whatcom County. The composition and duties of the TAB have been further defined by County Ordinance #_____.

EXHIBITS:

The Agreement utilizes:

Exhibit "A" Scope of Work

Exhibit "B" Defined Service Areas

Exhibit "C" EMS Administrative Services

Exhibit "D" Business Associate Terms

These Exhibits may be modified by mutual written agreement of the Executive and the Mayor.

2. OBLIGATIONS OF THE PARTIES AS TO COUNTY-WIDE ALS SERVICE.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

- a) The City, as an ALS Service Provider, shall perform such services as are identified and designated as City responsibilities throughout this Agreement and as detailed in Exhibits "A" and "B" attached hereto and made a part hereof. The City will be the primary service provider for Service Area 1 as identified on Exhibit "B" and shall provide backup services to Service Area 2. The City, as an ALS Service Provider, shall provide its best efforts to support and cooperate with all other EMS providers.
- b) The County, as the administrator of the county-wide EMS system, shall be responsible for high level administrative functions or actions that are needed to ensure continued integrated and uniform county-wide EMS service. The County shall also provide county-wide ALS administrative services, which it may procure by separate contract(s). These administrative responsibilities and administrative services are detailed in Exhibit "C", attached hereto and by reference made a part hereof. The County shall require that any contracts or agreements with an administrative services provider or other ALS Service Providers facilitate efficient and effective cooperation among the ALS Service Providers and the administrative services provider and further ensure integrated and uniform county-wide ALS service. The County shall pay all dispatch fees associated with services provided under this Agreement.
- c) EMS dispatch fees shall be billed to the County. County will bill EMS agencies for BLS transports not covered under this contract. Both parties will work with the EOB and the TAB to establish the best method for properly distributing all EMS dispatch costs not recovered through transport calls.

3. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor the City shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or City, or to the extent the performance of such requires the County or City to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and City under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or City.

4. THE EOB AND TAB

The City, as an ALS Service Provider, and the County shall coordinate and implement the services described in Exhibit "A" in accordance with best industry practices and EOB and TAB recommendations as administered by the County, and subject to a right to reopen the financial component of this Agreement as described in Section 6 below. ALS Service Providers will participate in the work of the EOB and TAB. Neither the EOB nor the TAB is a party to this Agreement, and nothing herein shall serve to create third party rights in favor of the EOB, the TAB, or any other person or entity not specifically identified as a Party to this Agreement.

5. COMPENSATION AND METHOD OF PAYMENT

As consideration for the provision of the ALS services set forth in this Agreement, the County shall pay to the City a fee for ALS services ("ALS Service Fee") as defined in this Section.

a. ALS Service Fee For Calendar Years 2014, 2015 and 2016.

The ALS Service Fee for calendar year 2014 shall be:

Total cost of three paramedic ambulance is \$4,433,998.00

Supervisor/Chase car for surge capacity is \$180,000.00

The ALS Service Fee for calendar year 2015 shall be:

Total cost of three paramedic ambulance is \$4,609,659.00

Supervisor/Chase car for surge capacity is \$182,530.00

The ALS Service Fee for calendar year 2016 shall be:

Total cost of three paramedic ambulance is \$4,791,565.00

Supervisor/Chase car for surge capacity is \$185,113.00

b. Additional Transition Costs for 2014. The parties acknowledge that an orderly transition of services from the (previous contract) to the new contract will require a phase in – phase out approach with respect to one Medic Unit. The County shall pay the City \$989,000 in transition costs:

1. The City will provide one (1) additional ambulance available 24 hours for each day from January 1, 2014 through June 30, 2014 and shall provide service to the area identified in attached “transitional service area” map. The cost for these 6 months of medic unit operation will be \$739,000.
2. The County shall reimburse the City additional transition cost, not to exceed \$250,000, for the period of July 1, 2014 through December 31, 2014 related to the cost of attrition. Reimbursement will be limited to the costs necessary to attrition of the personnel related to the 4th medic unit. All personnel funded through this agreement shall be available for response to ALS incidents countywide and additional ALS resources may be placed into service on a day by day basis based on available staffing.

As to Section 5.b.2., at least quarterly and no more often than monthly, the City will submit to the Whatcom County Executive an invoice and supporting documentation to prove expenses incurred.

c. ALS Service Fee Beyond the Transition Year and Initial Two-Year Period. Beginning in April of 2016 and no later than April of each even year thereafter, the County Executive and the Mayor of the City shall begin meeting to formulate a joint recommendation to their respective councils for the ALS Service Fee for the following two calendar years. The City will provide detailed expenditure reports covering the actual cost of service provided, using standard format developed for all ALS Service Providers. Following approval by the respective councils, the ALS Service Fee amounts for the following two calendar years shall be set forth in an addendum to this Agreement. In the event the respective councils do not approve mutually agreed ALS Service Fee amounts for the following two calendar years, the annual ALS Service Fee shall be automatically adjusted annually on January 1 of each remaining year by the same percentage increase as the increase in the Seattle-Tacoma-Bremerton CPI-U inflation

adjusted index multiplied by one point one five (1.15) until this Agreement terminates in accordance with its provisions; provided, however, that such automatic adjustment shall not be a decrease.

- d. Monthly Payments.** Beginning in January 2014, the County shall pay to the City the ALS Service Fee amount for 2014 in twelve (12) monthly payments and for each year thereafter in twelve (12) equal monthly payments. The City shall submit to the County an invoice setting forth the monthly payment due. The County shall initiate authorization for monthly payment after receipt of the invoices and shall make payment to the City within thirty (30) days thereafter.

- e. Certain Services May Be Compensated and Billed Separately Subject to County Review and Approval.** An event that overburdens current operational resources or adversely affects service capacity, as identified in Exhibit "A" number 2, may result in an application by the City to the County for cost reimbursement separate from the ALS Service Fee. Such application may be subject to review and recommendation by the EOB. The County will review such an application in good faith for reimbursement.

6. CONTRACT REOPENER

- a.** The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.

- b.** This Agreement will be reopened at either the County's request or the City's request if the County requests changes in the means or methods of services identified in Exhibit "A" that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

- c.** The City in entering this Agreement is relying on the EOB and TAB structure as set forth in County Ordinance No. _____. This Agreement will be reopened at the City's request if the composition or duties of the EOB or the TAB are modified from those defined by the above County ordinance. The scope of the reopener shall be limited to addressing the implication of the modifications.

- d.** This Agreement may be reopened as set forth in Sections 19.c and 19.d.

7. EFFECTIVE DATE, DURATION AND TERMINATION

This Agreement shall be effective on January 1, 2014 and shall continue through and including December 31, 2016. Starting on January 1, 2015, this Agreement shall automatically extend for successive one (1) year periods unless one party provides the other party with written notice of termination by no later than January 1. For example, if neither party provides a written notice of termination to the other party by January 1, 2015, this Agreement will automatically extend by one (1) year to December 31, 2017. By way of further example, if neither party provides a written notice of termination to the other party by January 1, 2016, this Agreement will automatically extend by one (1) year to December 31, 2018. This automatic extension and renewal provision shall continue until this Agreement is properly terminated by the provision of written notice in accordance with this Section. Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other party a written notice of termination.

8. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- a. The City agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect the costs and its collection results related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington. The City further agrees that the County shall have the right to monitor, at its own expense, the fiscal components of the EMS services provided by the City under this Agreement to evaluate whether actual costs remain consistent with the terms of this Agreement. Information will be available based on monthly financial reporting.

- b. The City shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration, or as required by state and federal law, whichever is longer. The City agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

- c. The City's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

9. ALS USER FEES AND WHATCOM COUNTY EMS FUND

- a. The Whatcom County Council shall by ordinance establish user fees for ALS services. Prior to establishment of such fees, the County shall seek input and advice from the EOB on the appropriate amounts for those fees. The City, as an ALS Service Provider, shall take those steps necessary to implement the fees so determined by the County Council, including collection activities when necessary.
- b. The City shall remit all user fees received for services delivered by the contracted transport units to the County on a monthly basis for deposit in the Whatcom County Emergency Medical Services Fund.
- c. The County shall set aside all ALS user fees and funds collected under the Interlocal Cooperation Agreement Between Whatcom County and The Cities of Whatcom County For The Purpose of Defining the Distribution of funds received from the One-Tenth of one Percent Sales Tax Initiative for Countywide Emergency Services ("Sales Tax Agreement"), including all interest income, to procure and fund countywide emergency medical services. The County shall maintain its record and accounting of such fees and funds in a manner consistent with "BARS," as issued by the Office of the State Auditor, State of Washington. The County further agrees that the City shall have the right to monitor, at its own expense, the use and expenditure of such funds to ensure they remain consistent with the terms of this Agreement.

10. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit B in order to ensure compliance with HIPAA. The City shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

11. ASSIGNMENT

The City shall not assign any portion of this Agreement without the written consent of the County, and it is further agreed that, to the extent practical, said consent must be sought in

writing by the City not less than forty-five (45) days prior to the date of any proposed assignment. The County agrees that it will not unreasonably withhold such consent. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

12. COMPLIANCE WITH LAWS

The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

13. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

The County and the City are equal opportunity employers. The City agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The City shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The City shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

14. RELATIONSHIP OF PARTIES

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

15. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

- a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.
- c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. 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.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

17. INDEMNIFICATION; HOLD HARMLESS

- a. All services to be rendered or performed by the City under this Agreement shall be performed or rendered entirely at the City's own risk, as to third-party claims based on

the services provided by the City under this Agreement, and the City expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County or any person which result from or arise out of the services to be performed by the City under this Agreement; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the County, its officers, or employees.

- b. The County expressly agrees to indemnify and hold harmless the City and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from or arise out of: (1) the County's performance of its obligations under this Agreement, (2) the County's administrative role or actions related to ALS in the County; or (3) the services to be performed by the City as a result of acting under the express direction or control of a County employee, agent or representative.

18. TREATMENT OF ASSETS AND LIABILITIES OF WHATCOM MEDIC ONE

The accounting for and ownership of funds, property, outstanding accounts receivable, accounts payable and other assets which are now under joint ownership and responsibility of the County and the City under the Previous Interlocal Agreement for EMS Services shall be as set forth in a separate agreement. Following the effective date of this Agreement, the City as an ALS Service Provider will be responsible for the acquisition, repair, maintenance, and upkeep of personal property assets needed to provide ALS service. Any future purchase of real property needed for ALS service within Whatcom County will require further discussions and agreement between the County and the City as an ALS Service Provider that will operate on the real property.

19. TRANSITION, PHASE OUT, AND CLOSE OUT

Upon written notice of termination as outlined in Section 7, the Parties agree to meet and to develop an ALS services transition and phase-out strategy that is agreeable to both Parties. Such strategy shall set forth the manner in which services under this Agreement will be phased out and transitioned to another entity, and will, to the extent practical, minimize the impact to both Parties resulting from the termination and phase out of services. The Parties agree to

meet within thirty (30) days from the written notice of termination to discuss the transition and phase-out strategy. In the event that this Agreement is terminated for any reason, the following provisions shall apply upon the effective date of termination:

- a. Upon written request by the City, the County shall make or arrange for payment to the City of contract payment amounts not covered by previous payments; and
- b. The City shall expeditiously refund to the County any monies paid in advance for services not performed.
- c. The provision of this subsection 19.c shall be effective only in the event the County initiates termination of this Agreement and there is no contract by the County for ALS Service within the City of Bellingham. In order to mitigate the impacts resulting from termination of the agreement, for a three year period following the effective date of termination of this Agreement, the County shall remit to the City a proportion of the total sales tax collected for countywide emergency medical services under the Sales Tax Agreement. The proportion of the total annual sales tax remitted to the City shall be equal to the proportion of the population of the City of Bellingham compared to the population of Whatcom County in its entirety. Population figures will be based on the most recent census data available. By way of example, if the population of the City of Bellingham constitutes 40% of the total population of Whatcom County, the amount remitted to the City shall be 40% of the total sales tax receipt received by the County under the Sales Tax Agreement. In the event the City withdraws from the Sales Tax Agreement, upon the effective date of the City's withdrawal, the City will have the right to retain the portion due the City under RCW 82.14.450 and the remittance set forth in this subsection (19.c) will cease. This subsection (19.c) may be modified by mutual agreement of the City and County. This subsection (19.c) may be reopened at the request of either the County or the City if the voters of Whatcom County pass a new levy that is intended to fund emergency medical services.
- d. The provision of this subsection (19.d) shall be effective only if the City initiates termination of this Agreement in which event the City will only be eligible for the sales tax proceeds as defined under RCW 82.14.450. This subsection (19.d) may be modified by mutual agreement of the City and County. This subsection (19.d) may be reopened at

the request of either the County or the City if the voters of Whatcom County pass a new levy that is intended to fund emergency medical services.

20. SEVERABILITY

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, 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 this Agreement did not contain the particular provision held to be invalid.

- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

21. 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. Further, any modification of this Agreement shall be in writing and signed by both Parties. Both Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

22. NOTICES

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

CITY OF BELLINGHAM
c/o FIRE CHIEF
1800 Broadway
BELLINGHAM, WASHINGTON 98225


23. WHATCOM MEDIC ONE NAME

The Parties acknowledge the provider name "Whatcom Medic One" is a licensed, recognized entity operated by the City of Bellingham Fire Department. This name shall continue to be used by the Bellingham Fire Department for Medicare licensing and billing provisions and programs. The Parties will cooperate in using the "Medic One" name, to the extent practical, in a manner that promotes the uniform and integrated provision of EMS service on a county-wide basis.

Executed this ____ day of _____, 2013 for WHATCOM COUNTY.

Jack Louws, County Executive

Approved as to form:



County Civil Prosecuting Attorney

Executed this ____ day of _____, 2013 for CITY OF BELLINGHAM.

Kelli Linville, Mayor

Attest:

Brian Henshaw, Finance Director

Departmental Approval:

Department Head

Approved as to form:

City Attorney

Exhibit A

Scope of Work

RESPONSE:

1. The ALS Service Provider shall provide three (3) ambulance(s), available 24 hours for each day of contracted service January 1, 2014 through December 31, 2016, and shall meet the following criteria:
 - a. Staffing for each ambulance shall consist of two (2) Washington State Certified paramedics in good standing with Washington State Department of Health.
 - i. The paramedics shall have authority of the Medical Program Director ("MPD") to provide paramedic level service in Whatcom County.
 - ii. During times when a Whatcom County paramedic training program is in operation, staffing levels may be altered to one (1) paramedic and one (1) paramedic student.
 - b. Ambulance vehicles shall be reliable and maintained consistent with standards identified in WAC 296.305 for emergency response vehicles.
 - c. Vehicles and staffing shall meet all applicable Washington State Department of Health and Center for Medicare/Medicaid Service (CMS) requirements for operation as an Advanced Life Support ambulance service.
2. The ALS Service Provider shall provide one (1) paramedic supervisor available 24 hours per day of contracted service January 1, 2014 through December 31, 2016 and shall meet the following criteria:
 - a. The paramedic supervisor shall have authority of the Medical Program Director to provide paramedic level service in Whatcom County.
 - b. The supervisor shall be furnished with, and shall utilize, a utility-type vehicle equipped with essential equipment and supplies allowing for paramedic level care to be rendered to patients.
 - c. In addition to supervisory duties performed, this paramedic-staffed unit shall be available for response countywide at times when "call for service surge" exceeds paramedic ambulance capacity.
3. The parties recognize there are occasions, both planned and unplanned, that require temporary additions to ALS ambulance services. When determining whether to reimburse the ALS Service Provider for such extraordinary events, the Parties will use the following criteria and categories:

- a. Planned events which are of short duration and for which participation by the ALS Service Provider is voluntary typically will not result in a request for additional reimbursement.
- b. When planned events require additional ALS resources for longer periods of time (usually greater than 8 hours in a day and/or requiring multiple days of service) and the ALS Service Provider has been preapproved by the County to provide these resources, the ALS Service Provider may submit a request for additional reimbursement and should anticipate receipt of requested funds.
- c. For unplanned events, such as weather events, multi-casualty events, catastrophic man-made or naturally occurring events, and/or events that isolate portion(s) of a service area that require adding ALS resources, the Fire Chief has the authority to deploy additional ALS resources during such events. The Fire Chief shall consult regarding resource deployment with the County Executive as soon as reasonably possible, but no later than 24 hours after deployment, and may request reimbursement for these additional services.

4. The parties recognize all areas of the county will not receive the same response time for ALS services. A county-wide tiered response model of closest Basic Life Support (BLS) service providing first response to ALS incidents with ALS Service Providers responding as soon as possible to the highest call volume areas will be utilized.

- a. The County and ALS Service Provider shall determine the best location to stage/house ambulances within a County identified service area in a manner that achieves best possible response times to the highest call volume areas.
- b. Impacts resulting from changes to service areas will be negotiated by the parties.
- c. The Parties recognize the ALS Service Provider will provide BLS service using a contracted ambulance unit pursuant to dispatch protocols and/or directions of the Medical Program Director. Revenue from services provided under those BLS Services will be remitted to the County.

PERFORMANCE REPORTING:

1. The County shall develop standardized reporting formats and the ALS Service Provider shall report performance in the following areas utilizing the County format, to include but not limited to:

- a. Response times to time-critical incidents within County-identified sub divisions of the contracted service area(s);
- b. Ambulance response statistics including responses, transports, out-of-service time, and count of incident types responded to;
- c. Year-end expenditure report; and

- d. County-identified patient outcome reporting.

COORDINATION OF SERVICES:

1. ALS Service Provider shall work cooperatively with first response agencies, other ALS Service Provider agencies and the Medical Program Director to achieve a consistent and coordinated response countywide by using the following methods:
 - a. Mutual aid agreements with all County-contracted ALS service providers that minimizes delays to ALS services.
 - b. Standardization of vehicles and equipment ensuring effective emergency scene operations.
2. The ALS Service Provider shall contract with a supervising physician to provide consistent and high quality ALS medical oversight of the care provided by paramedic personnel authorized to practice under this Agreement.
3. The ALS Service Provider shall facilitate participation in County-approved pre-hospital medical care studies and the collection of required documentation for such studies.
4. In cooperation with the MPD and other ALS Service Providers, the ALS Service Provider shall attend continuing education meetings designed to meet state continuing education, supervising physician, and MPD requirements.
5. Based on call volumes and service capacity, the Parties agree to regularly discuss, together with EOB and TAB, deployment planning to include number and location of units to ensure high quality service is retained throughout Whatcom County.

BILLING SERVICES:

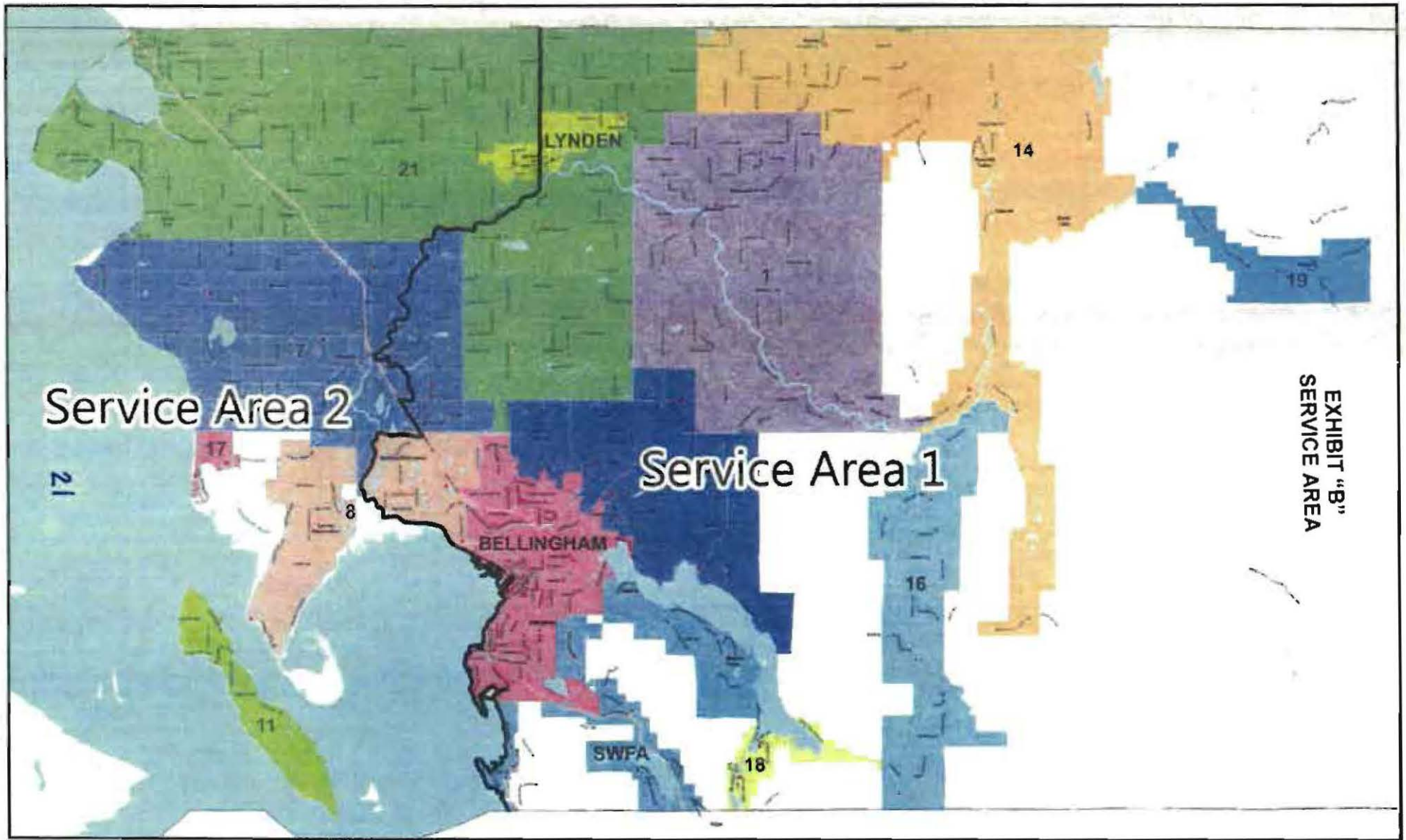
1. The ALS Service Provider shall provide medical billing services for contracted ambulance transports utilizing criteria that are consistent with CMS Ambulance billing requirements. For claims that are not covered by CMS, the ALS service provider will apply the applicable rules/regulations of the specific payor(s) for such claims.
 - a. The ALS Service Provider will provide billing staff with appropriate coding credentials and compliance expertise as they pertain to ambulance medical billing.
 - b. The ALS Service Provider shall maintain policies which address write-offs, write-downs, charity care, and collections criteria and process. These policies will be modified as may be required by CMS or other regulation.


c. The ALS Service Provider shall remit to the County on a monthly basis all ambulance fees collected that result from services provided by the contracted ambulance(s).

i. The ALS Service Provider shall maintain documentation of all payments and activities on all accounts/claims, to be disclosed to the County upon request of such information.


ii. The ALS Service Provider will provide reports to the appropriate County personnel regarding status of accounts, individually, and/or summary on a periodic basis as is appropriate for the specific tasks.

d. The ALS Service Provider shall securely process and store all patient medical records consistent with Washington State RCW/WAC and HIPAA.




 City of
Bellingham
 WASHINGTON

*Medic Unit
 Response Boundaries*



Service Area 2

Point Roberts

NORTH

Legend:
 ■ Service Area 2
 ■ Point Roberts

Scale: 0 100 200 300 400

EXHIBIT "C"

WHATCOM COUNTY EMS ADMINISTRATIVE SERVICES

Whatcom County shall provide over-all administrative services for EMS, with the following tasks and goals:

A. Maintain the EMS system as an integrated regional network (county-wide) of Basic Life Support (BLS) and Advanced Life Support (ALS) services provided by Whatcom County, local Cities and County Fire Districts using the following model:

- Firefighter Emergency Medical Technicians (EMTs) provide first-on-scene response to EMS calls and provide BLS services
- ALS services provided by a limited number of providers
- Regional programs emphasize uniformity of medical care across jurisdictions, consistency and excellence in training, and medical quality assurance

B. Make regional delivery and funding decisions cooperatively with the EOB and TAB to ensure ALS delivery from a system-wide perspective.

- EMS Oversight Board (EOB) will monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration

C. Develop and implement strategic initiatives to provide greater efficiencies within the system that (TAB will play an integral part in making recommendations to the County):

1. Maintain or improve current standards of patient care through:

- a. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD)
- b. BLS/ALS protocols
- c. Medical Community sponsored research studies approved by the County
- d. National and International industry best practices

2. Improve the operational efficiencies of the system to help contain costs by:

- a. Standardizing paramedic student training requirements; consolidating and conducting joint training
- b. Strengthening cross-jurisdictional mutual service agreements

3. Manage the rate of growth in the demand for ALS services

- a. Determining the number and location of ALS units based on:
 - Unit workload
 - Unit response time
 - Availability in primary service area and dependency on backup
 - Frequency and service impact of multiple alarms
 - Paramedic exposure to critical skill sets
 - Projection of calls
 - Population trends
- b. Triaging calls and classification as BLS vs. ALS patient care
- c. Appropriate utilization of transport services based on patient needs
- d. Coordinating EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health

D. Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS Service Providers through regionalization, collaboration and cross-jurisdictional coordination, including, by way of example:

- a. Equipment exchange
- b. Equipment research
- c. Group purchasing
- d. Equipment specifications
- d. Paramedic/EMT interaction training

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM, a municipal corporation, hereinafter referred to as the 'City'. Together, the County and the City are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

1. Definitions

1.1 HIPAA Terminology:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected

health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E, that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform its obligations under the Interlocal Agreement For Ems Administrative Services.

(b) Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose protected health information as required by law.

(d) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(e) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for

the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Interlocal Agreement For Ems Administrative Services to which this Agreement is attached and shall terminate on the termination date of the Interlocal Agreement For Ems Administrative Services or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity; provided, however, that termination of this Agreement shall not affect the Interlocal Agreement For Ems Administrative Services except that the Parties shall meet and establish a new business associate agreement with appropriate provisions to correct the violation.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by business associate on behalf of Covered Entity, shall:

Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Section 3 above which applied prior to termination; and

Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.