

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2017-386

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	TwH	11.22.17	<b>RECEIVED</b>  NOV 28 2017  WHATCOM COUNTY COUNCIL	12.05.17	Finance/ Council
Division Head:					
Dept. Head:					
Prosecutor:	DL	11/27/17			
Purchasing/Budget:	BB	11/27/17			
Executive:	MS	11/28/17			

**TITLE OF DOCUMENT:**

*Interlocal Agreement between Whatcom County, City of Bellingham and Fire Protection District #7 for Advanced Life Support (ALS) Services.*

**ATTACHMENTS:**

*Memo and Interlocal Agreement*

SEPA review required? ( ) Yes ( ) NO  
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( ) NO  
Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The County Executive requests Council approval to enter into the seven year ALS service agreement.

**COMMITTEE ACTION:****COUNCIL ACTION:****Related County Contract #:****Related File Numbers:****Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).



# MEMORANDUM

**To:** Whatcom County Council Members  
Jack Louws, County Executive  
**From:** Tyler Schroeder, Deputy Executive *TS*  
**Subject:** EMS ALS Provider Contracts  
**Date:** November 22, 2017

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Enclosed are the Interlocal Agreements with the Advanced Life Support (ALS) Providers, the City of the Bellingham and Fire Protection District #7, for continued ALS services through December 31, 2023.

## **Background and Purpose**

With the successful passage of the EMS Levy in late 2016, efforts have been made to fulfill the recommendations of the Funding Work Group (FWG) adopted by County Council in March, 2016. The FWG recommendations outlined revised ALS Service Fees which were included in the EMS Levy Budget.

The County has worked with the ALS providers to develop new professional service agreements that are timed with the 6-year levy and include the new per unit cost for ALS services. All Parties have agreed to the terms as outlined through the EMS Funding Work Group Recommendations.

## **Funding Amount and Source:**

The funding source is the EMS Levy Tax Collection and is in the revised amount for 2017 of \$8,010,789 for the first year and a CPI-W increase, not to be less than 2.5%, in subsequent years.

## **Action:**

The County Executive requests Council review and approval of this Interlocal Agreement with the ALS providers for continued ALS services in Whatcom County.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201711026

<b>Originating Department:</b>	<b>Executive Office</b>
<b>Division/Program:</b> <i>(i.e. Dept. Division and Program)</i>	<b>Non-Departmental/EMS</b>
<b>Contract or Grant Administrator:</b>	<b>T. Schroeder/T. Helms</b>
<b>Contractor's / Agency Name:</b>	<b>City of Bellingham &amp; Fire Protection Dist. 7</b>

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐  
 Yes ☒ No ☐ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: \_\_\_\_\_  
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes ☐ No ☒ If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes ☐ No ☒ If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes ☐ No ☒ If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
 

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

<b>Contract Amount:</b> (sum of original contract amount and any prior amendments): \$8,010,789.00 in 2017 \$8,251,116.00 in 2018 Subsequent years will include CPI-W \$ increase not less than 2.5% <b>This Amendment Amount:</b> \$ _____ <b>Total Amended Amount:</b> \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies or equipment included approved in the budget.</li> <li>4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
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**Summary of Scope:** Provider agreement for Advanced Life Support services throughout Whatcom County. Cost is based on a per unit fee as recommended through the EMS Funding Work Group and approved and recommended by the EMS Oversight Board.

<b>Term of Contract:</b>	<b>Expiration Date:</b> <u>12-31-23</u>
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Contract Routing:	1. Prepared by: _____ 2. Attorney signoff: <u>Daniel L. Gibson</u> 3. AS Finance reviewed: <u>Bena H</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: _____ Date: <u>11/27/17</u> Date: <u>11/27/17</u> Date: _____ Date: _____ Date: <u>11-27-17</u> Date: _____ Date: _____
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**INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES**

**This Interlocal Agreement for Advanced Life Support Services ("Agreement")** is made and entered into in triplicate 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' and Fire Protection District #7, a municipal corporation of the State of Washington, hereinafter referred to as the 'District'. Together, the County, the City and the District are the only parties to this Agreement and may be referred to collectively as "Parties" or the City and the District may be referred to collectively as "ALS Providers" 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**, in 2005 the City of Bellingham, 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 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**, in 2011, the Medic One Planning Committee, comprised of Whatcom County and City of Bellingham Councils, and County Fire District representatives was formed to address the issues related to countywide EMS; and

**WHEREAS**, the Medic One Planning Committee recommended a countywide EMS business model and Whatcom County and the City of Bellingham passed joint resolutions 2012-016 (County) and 2012-13 (City) adopting the EMS business model recommendations which included the creation of an EMS Oversight Board (EOB) and a Technical Advisory Board (TAB); and

**WHEREAS**, in 2013, upon the recommendations of the Medic One Planning Committee, the County established new EMS oversight boards with the adoption of Ordinance 2013-074 which rescinded and replaced Ordinance 82-109 codified in Whatcom County Code as Chapter 5.04.080. Chapter 5.04.080 defines the composition and duties of these newly established Boards; EOB (WCC 5.04.080) and TAB (WCC 5.04.085) as resolved through Joint Resolution 2012-016; and; and

**WHEREAS**, in 2015, the EOB confirmed the EMS Funding Work Group (FWG) comprised of County and City elected officials, Fire District leadership and citizen representation and a mission to recommend a stable funding strategy and mechanism that would support and sustain a countywide EMS system; and

**WHEREAS**, on March, 2016 the EMS Oversight Board accepted the formal submission of the Whatcom County EMS Funding Work Group Recommendations which include the recommendation for a County Department Governance Model, Per ALS Unit Cost, the addition of a County EMS Administrator and a proposed EMS Levy rate; and

**WHEREAS**, In November, 2016 the citizens of Whatcom County supported and passed the proposed 0.295 EMS Levy allowing for stable EMS funding over the next six years; and

**WHEREAS**, the success of the EMS levy allows the County to contract with ALS providers for the projected per unit rate included in the Whatcom County EMS Funding Work Group Recommendations as outlined in Exhibit E, Funding Work Group Recommendations EMS Levy

Budget Forecast; and the ALS Providers both represent that they have 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 the per ALS unit cost as recommended by the EMS Funding Work Group, and accepted by the EOB, City and County Councils, with agreed-upon amounts for the six 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.

**NOW, 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 #2013-074.

**"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 #2013-074.

#### **EXHIBITS:**

The Agreement utilizes:

Exhibit "A" Scope of Work

Exhibit "B" Defined Service Areas

Exhibit "C" EMS Administrative Services

Exhibit "D" Business Associate Terms

Exhibit "E" Funding Work Group Recommendations – EMS Levy Budget Forecast

Exhibit "F" Quarterly Report Example

Exhibit "G" EMS Supervisor Roles & Responsibilities

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 ALS Service Providers, shall perform such services as are identified and designated as ALS Service Provider 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 District will be the primary service provider for Service Area 2 as identified on Exhibit "B" and shall provide backup services to Service Area 1. The primary service area may change by mutual agreement following recommendation and approval by the TAB and EOB during the length of this contract. The ALS Service Providers shall provide 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 that include impartial oversight of financial, operations, and legal matters while considering the long term objectives of the system in collaboration with the TAB and EOB. 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 ALS Service Providers facilitate efficient and effective cooperation among all Whatcom County EMS system Service Providers and the EMS Manager and further ensure integrated and uniform county-wide ALS service.
- c). The County shall pay EMS dispatch fees associated with services provided under this Agreement.

### **3. IMPRACTICABILITY AND FORCE MAJEURE.**

Neither the County nor the ALS Service Providers 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 ALS Service Providers, or to the extent the performance of such requires the County or ALS Providers 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 ALS Service Providers 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 ALS Service Providers.

### **4. THE EOB AND TAB**



The ALS Service Providers 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 ALS Service Providers a fee for ALS services ("ALS Service Fee") as defined in this Section and further described in Exhibit E, Budget. The ALS service fees are based on the work accomplished by the EMS Funding Work Group with an updated and more recent CPI-W for Seattle Tacoma Bellevue included.

### **a. ALS Service Fee For Calendar Years 2017, 2018 and 2019 by Party:**

#### **City ALS Provider Service Fee includes three paramedic ambulances and the EMS Supervisor Unit:**

The ALS Service Fee for calendar year 2017 shall be:

Total cost of three paramedic ambulances is \$5,549,310.00;

Countywide EMS Supervisor unit is \$611,709.00.

The ALS Service Fee for calendar year 2018 shall be:

Total cost of three paramedic ambulances is \$5,715,792.00;

Countywide EMS Supervisor unit is \$630,060.00.

The ALS Service Fee for calendar year 2019 shall be:

Total cost of three paramedic ambulances and Countywide EMS Supervisor unit is 2018 fee plus CPI-W rate as of June 2018, however, the adjustment shall not be less than 2.5%.

#### **District ALS Provider Service Fee includes one paramedic ambulance:**

The ALS Service Fee for calendar year 2017 shall be:

Total cost of one paramedic ambulance is \$1,849,770.00.

The ALS Service Fee for calendar year 2018 shall be:

Total cost of one paramedic ambulance is \$1,905,264.

The ALS Service Fee for calendar year 2019 shall be:

Total cost of one paramedic ambulance is 2018 fee plus CPI-W rate as of June 2018 however; the adjustment shall not be less than 2.5%.

- b. ALS Service Fee Beyond the Initial Three-Year Period.** Beginning in April of 2019, the County and ALS providers may meet to discuss a joint recommendation to request a review of the ALS Service Fee for the ALS Service Fee amounts for the years following 2019 by the EMS Oversight Board. The County and ALS Providers will review the detailed expenditure reports covering the actual cost of service provided, using standard format developed jointly by the County and ALS Service Providers. If an increase is warranted, the EMS Oversight Board will submit a recommendation to the Whatcom County Council. Following approval by the County Council, the ALS Service Fee amounts for the following three years will be set forth in an addendum to this agreement. In the event the Parties do not agree to an increased ALS Service Fee amount for the following three calendar years, the ALS Service Fee shall be automatically adjusted annually on January 1 of each remaining year using the previous year's June CPI-W for Seattle Tacoma Bellevue, until this Agreement terminates in accordance with its provisions; provided, however, that such automatic adjustment shall not be less than 2.5%.
- c. Monthly Payments.** At the inception of this agreement, the County shall pay to the ALS Service Providers their respective ALS Service Fee amounts in twelve (12) monthly payments and for each year thereafter in twelve (12) monthly payments. The new 2017 ALS fee is retroactive to January 1, 2017 for ALS Service Fees already paid at a lesser rate in previous months. The County shall reimburse the City the difference between the former ALS Service Fee amount included in contract #201312009 and the new 2017 ALS Service Fee amount provided in this contract. The County shall reimburse the District between the former ALS Service Fee amount included in contract #201312008 and the new 2017 ALS Service Fee amount provided in this contract.
- d. Mobile Home Transfer.** The double-wide manufactured home located at 1886 Grandview Road, Ferndale, WA shall be transferred to the District for the purchase price

of \$10.00. The District agrees to use the facility for 24/7 paramedic housing thereby mitigating the need to acquire paramedic housing during the term of this agreement, reducing overall cost to the EMS Fund. To the extent the Grandview Road Facility is legally categorized as personal property, this Agreement shall serve as a valid and binding Bill of Sale for such facility.

- 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 3 may result in an application by the ALS Provider 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 an ALS Service Provider's request if the County requests changes in the means, methods, or scope 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.** This Agreement will be reopened at the request of any Party if either ALS Service Provider withdraws from this Agreement. The scope of the reopener shall be limited to addressing the matters implicated by such withdrawal.
- d.** The ALS Providers in entering this Agreement are relying on the EOB and TAB structure as set forth in County Ordinance No. 2013-074. This Agreement will be reopened at the Provider'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.
- e.** This Agreement may be reopened as set forth in Sections 19.c and 19.d.

## **7. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION**

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2017 for the purposes of ALS service fees as described above and shall continue through and including December 31, 2023. Starting on January 1, 2022, this Agreement shall automatically extend for successive one (1) year periods unless one party provides the other parties with written notice of termination by no later than January 1. For example, if no party provides a written notice of termination to the other party by January 1, 2022, this Agreement will automatically extend by one (1) year to December 31, 2024. By way of further example, if no party provides a written notice of termination to the other parties by January 1, 2023, this Agreement will automatically extend by one (1) year to December 31, 2025. 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. In no event may any Party unilaterally initiate a termination that is effective prior December 31, 2023.

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 parties a written notice of termination.

In addition to the right to terminate this Agreement, each ALS Service Provider has the right to withdraw from this Agreement by providing the County and the other ALS Service Provider with 12 month's written notice prior to the effective date of withdrawal. As soon as practicable after providing such notice, the Parties shall meet and work cooperatively to plan and implement an orderly transition of services and funding. Following the effective date of withdrawal, upon written request by the withdrawing ALS Service Provider, the County shall expeditiously make payment to the provider of contract payment amounts not covered by previous payments; and upon written request by the County, the withdrawing ALS Service Provider shall expeditiously refund to the County any monies paid in advance for services not performed. This Agreement shall remain in effect between the remaining Parties following a withdrawal by any one ALS Service Provider.

## **8. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- a. The ALS Providers agree 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 ALS Providers further agree that the County shall have the right to monitor, at its own expense, the fiscal components of the EMS services provided by either ALS Provider under this Agreement to evaluate whether actual costs remain consistent with the terms of this Agreement. Information will be available based on quarterly financial reporting. The structure of the quarterly report will be mutually agreed to by the County and ALS Service Providers and shall include all actual expenses by categories generally consistent with the budget reflected in Exhibit E without being inordinately onerous to the ALS Service Providers.

The ALS Service Providers 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 ALS Service Providers agree 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.

#### **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 ALS Service Providers shall take those steps necessary to implement the fees so determined by the County Council, including collection activities when necessary.
- b. The ALS Service Providers 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"), and the EMS property tax levy of \$.0295 or less per thousand dollars of assessed valuation, 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 District 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.

- d. The ALS Service Providers agree to establish specific funds and/or accounts that will allow for accountability of all EMS levy funds distributed to the ALS Service Providers. On an annual basis the Providers shall provide detailed revenue and expense report, inclusive of reserve fund balances, that accounts for the activity of the services contracting here within. The specific funds and/or accounts will remain separate from other funds for the duration of this Agreement. An EMS levy funds can only be spent on services as outlined in 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 D in order to ensure compliance with HIPAA. The ALS Service Providers shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

#### **11. ASSIGNMENT**

The ALS Service Providers 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 ALS Service Provider 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.

The County recognizes that fire agencies throughout the state are actively engaging in regionalization efforts in order to improve efficiencies while reducing duplication and associated

expenses in order to better serve their citizens. During the course of planning for any such action involving an ALS Provider party to this agreement, the ALS Service Provider shall keep the County informed of the plan and the capabilities of the merged entities or new entity to provide the services set forth in this Agreement.

## **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 ALS Service Providers are equal opportunity employers. The ALS Service Providers agree that they 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 ALS Service Providers shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The ALS Service Providers 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**

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such



services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

#### **18. TREATMENT OF ASSETS AND LIABILITIES**

Following the effective date of this Agreement, the ALS Service Providers 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 ALS Service Providers 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 all 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 all Parties and the public 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 ALS Service Provider, the County shall expeditiously make payment to the ALS Provider of contract payment amounts not covered by previous payments; and
- b. The ALS Service Provider 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 OFM population estimates. 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 all Parties. All 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

BELLINGHAM FIRE DEPARTMENT  
c/o FIRE CHIEF  
1800 BROADWAY

BELLINGHAM, WASHINGTON 98225

FIRE PROTECTION DISTRICT #7

c/o FIRE CHIEF

2020 WASHINGTON STREET

FERNDAL, WA 98248

### 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 \_\_\_\_\_, 2017, for WHATCOM COUNTY.

\_\_\_\_\_  
Jack Louws, County Executive

Approved as to form:

  
County Civil Deputy Prosecuting Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017, for CITY OF BELLINGHAM.

\_\_\_\_\_  
Kelli Linville, Mayor

Attest:

\_\_\_\_\_  
Brian Henshaw, Finance Director

Departmental Approval:

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
City Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017, for WHATCOM COUNTY FIRE  
PROTECTION DISTRICT NO. 7

\_\_\_\_\_  
Al Saab, Board Chair

Attest:

\_\_\_\_\_  
Board Secretary

## **Exhibit A**

### **Scope of Work**

#### **RESPONSE:**

1. The City shall provide three (3) and the District shall provide one (1) ambulance(s), available 24 hours for each day of contracted service January 1, 2017 through December 31, 2023, 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. All ambulances used to deliver emergency medical services and supported by Whatcom County funds must meet vehicle standards and requirements for operation as an Advanced Life Support ambulance service as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing. Medical equipment used by personnel supported by Whatcom County funds shall be reliable and maintained consistent with standards identified in RCW 18.73 and must meet appropriate federal or state standards or county protocols.
  - 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 City shall provide one (1) paramedic supervisor available 24 hours per day of contracted service January 1, 2017 through December 31, 2023 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 consistent with standards identified in RCW 18.73.
  - c. In addition to supervisory duties performed, this paramedic-staffed unit shall be available for response countywide when "call for service surge" exceeds paramedic ambulance capacity.

d. In addition, the supervisor shall provide supervisory and surge capacity as discussed above throughout Whatcom County and will provide the duties as established by the TAB and EOB and outlined in Exhibit "G" during the life of this contract.

3. The parties recognize there are occasions, both planned and unplanned, that requires 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. All reimbursement requests for additional services must include supporting documentation to demonstrate expenditures.

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 provides 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 MEASUREMENT AND REVIEW:**

1. The Contractor agrees to participate in an ongoing program of regional performance measurement and review as established by the TAB and authorized by the EOB. Performance indicators will be reported by the Contractor on an annual basis and updated as needed.

Performance standards include but are 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.
- e. Other performance reports as recommended by the TAB and EOB.

## **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 minimize 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 personnel shall attend continuing education meetings designed to meet state continuing education, supervising physician, and MPD requirements.

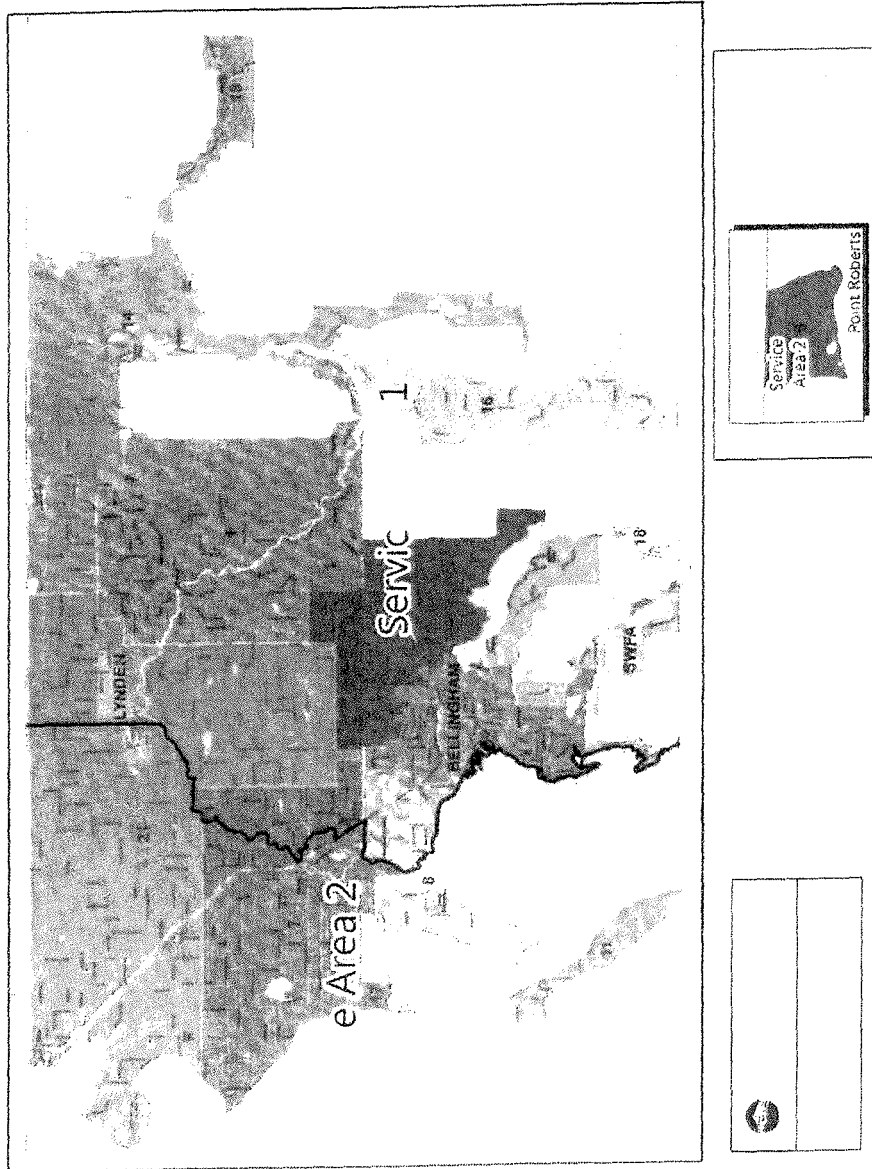
5. Based on call volumes and service capacity, the Parties agree to regularly discuss, together with EOB and TAB, deployment planning to include number and location of units to ensure high quality service is retained throughout Whatcom County.

6. The ALS Service Provider will coordinate with the EMS Administrator on the countywide Equipment Exchange Program as approved by the TAB.

#### **BILLING SERVICES:**

1. The ALS Service Provider shall provide medical billing services for contracted ambulance transports utilizing criteria that are consistent with Centers for Medicare & Medicaid Services (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 or, contract for 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.
  - e. The ALS Service Provider will make good faith effort to establish a consistent billing platform used between EMS ALS Providers.

# EXHIBIT "B" SERVICE AREA



## **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', the CITY OF BELLINGHAM, a municipal corporation, hereinafter referred to as the 'City' and FIRE PROTECTION DISTRICT #7, a municipal corporation, hereinafter referred to as the 'District'. Together, the County, City and the District 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.

# **EXHIBIT "E"** **Budget**

## **Whatcom County** **ALS: Standard Costs Forecasts**

<b>NO GENERAL FUND CONTRIBUTION</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
# of units	4	4	4	4.5	4.5	5	5
<b>Beginning Fund Balance</b>	131,445	2,446,337	4,894,281	6,014,021	7,260,439	8,379,488	8,317,104
<b>REVENUES</b>							
Sales Tax Revenue (increase at 2.5%)	2,642,856	2,708,927	2,776,651	2,846,067	2,917,219	2,990,149	3,064,903
EMS Fees	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000
Levy	7,750,998	7,830,906	7,910,055	7,988,436	8,066,042	8,142,865	8,218,899
Interest Income/Misc	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>All Revenues</b>	<b>12,348,854</b>	<b>12,494,833</b>	<b>12,641,705</b>	<b>12,789,503</b>	<b>12,938,260</b>	<b>13,088,014</b>	<b>13,238,802</b>
<b>EXPENDITURES</b>							
<b>EMS Operations:</b>							
Paramedic Wages	3,650,320	3,759,830	3,853,825	4,439,607	4,546,157	5,172,517	5,296,657
Benefits	1,076,741	1,109,044	1,136,770	1,309,559	1,340,988	1,525,747	1,562,364
Overtime	219,019	225,590	231,230	266,376	272,769	310,351	317,799
Overtime Benefits	39,424	40,608	41,620	47,948	49,100	55,865	57,205
Supplies (Drugs, disposables, etc)	329,600	339,488	347,975	400,867	410,488	467,044	478,253
Fuel	74,160	76,385	78,294	90,195	92,360	105,085	107,607
Uniforms	26,780	27,583	28,273	32,570	33,352	37,947	38,858
R&M Vehicles	123,600	127,308	130,491	150,325	153,933	175,142	179,345
R&M Equipment	82,400	84,872	86,994	100,217	102,622	116,761	119,563
Physician/Medical Consulting	135,960	140,039	143,540	165,358	169,326	192,656	197,280
Training	24,720	25,462	26,098	30,065	30,787	35,028	35,869
Small tools & Equipment	32,960	33,949	34,798	40,087	41,049	46,704	47,825
Medical Exams	41,200	42,436	43,497	50,108	51,311	58,381	59,782
Communication Expense (fiber, data, phones, radio, etc)	98,880	101,846	104,393	120,260	123,146	140,113	143,476
EMS 1	611,709	630,060	645,812	661,311	677,182	693,435	710,077
<b>Total EMS Operations Expense</b>	<b>6,567,473</b>	<b>6,764,499</b>	<b>6,933,608</b>	<b>7,904,854</b>	<b>8,094,572</b>	<b>9,132,776</b>	<b>9,351,962</b>
<b>Administrative (Indirect) Expense</b>							
Salaries & Wages	282,055	290,517	297,780	343,042	351,275	399,673	409,265
Benefits	92,169	94,934	97,307	112,098	114,788	130,603	133,738
Billing Services	185,400	190,962	195,736	225,488	230,900	262,712	269,018
<b>Total Administrative Expense</b>	<b>559,624</b>	<b>576,412</b>	<b>590,823</b>	<b>680,628</b>	<b>696,963</b>	<b>792,989</b>	<b>812,021</b>
<b>Facilities &amp; Tech Allowance</b>	<b>131,840</b>	<b>135,795</b>	<b>139,190</b>	<b>160,347</b>	<b>164,195</b>	<b>186,818</b>	<b>191,301</b>
<b>Capital Allowance</b>	<b>267,800</b>	<b>275,834</b>	<b>282,730</b>	<b>325,705</b>	<b>333,522</b>	<b>379,474</b>	<b>388,581</b>
<b>Total Fire Districts Standard Operating Costs</b>	<b>7,526,737</b>	<b>7,752,540</b>	<b>7,946,351</b>	<b>9,071,533</b>	<b>9,289,252</b>	<b>10,492,056</b>	<b>10,743,865</b>
Add: Overhead Allowance	484,052	498,574	511,038	588,716	602,845	685,904	702,365
<b>Total Unit ALS Reimbursement</b>	<b>8,010,789</b>	<b>8,251,114</b>	<b>8,457,389</b>	<b>9,660,249</b>	<b>9,892,096</b>	<b>11,177,960</b>	<b>11,446,230</b>

EXAMPLE/DRAFT

EXHIBIT "F"  
Quarterly Financial Report

Bellingham Fire Department 2017 Invoice

Invoice Period: \_\_\_\_\_

	<u>Budget</u> <u>2017</u>	<u>This</u> <u>Invoice</u>	<u>Previous</u> <u>Totals</u>	<u>Expenses</u> <u>To Date</u>	<u>Remaining</u> <u>Budget</u>	<u>Percent</u> <u>Spent</u>
<b>EMS Operations:</b>						
Paramedic Wages	2,737,740			-	2,737,740	0.0%
Benefits	807,556			-	807,556	0.0%
Overtime	164,264			-	164,264	0.0%
Overtime Benefits	29,568			-	29,568	0.0%
Supplies (Drugs, disposables, etc)	247,200			-	247,200	0.0%
Fuel	55,620			-	55,620	0.0%
Uniforms	20,085			-	20,085	0.0%
R&M Vehicles	92,700			-	92,700	0.0%
R&M Equipment	61,800			-	61,800	0.0%
Physician/Medical Consulting	101,970			-	101,970	0.0%
Training	18,540			-	18,540	0.0%
Small tools & Equipment	24,720			-	24,720	0.0%
Medical Exams	30,900			-	30,900	0.0%
Communication Expense (fiber, data, phones, radio, etc)	74,160			-	74,160	0.0%
<b>Total EMS Operations Expense</b>	<b>4,466,823</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,466,823</b>	<b>0.0%</b>
<b>Administrative (Indirect) Expense</b>						
Salaries & Wages	211,541			-	211,541	0.0%
Benefits	69,126			-	69,126	0.0%
Billing Services	139,050			-	139,050	0.0%
<b>Total Administrative Expense</b>	<b>419,718</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>419,718</b>	<b>0.0%</b>
<b>Facilities &amp; Tech Allowance</b>	<b>98,880</b>			-	<b>98,880</b>	<b>0.0%</b>
<b>Capital Allowance</b>	<b>200,850</b>			-	<b>200,850</b>	<b>0.0%</b>
<b>Total Fire Districts Standard Operating Costs</b>	<b>5,186,271</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,186,271</b>	<b>0.0%</b>
Add: Overhead Allowance	7.0% 363,039	-	-	-	363,039	0.0%
<b>Total Unit ALS Reimbursement</b>	<b>5,549,310</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,549,310</b>	<b>0.0%</b>
<b>2017</b>						
<b>EMS1</b>						
Captains Wages	486,494			-	486,494	0.0%
Captains Benefits	101,525			-	101,525	0.0%
Vehicle	13,390			-	13,390	0.0%
Consumables	10,300			-	10,300	0.0%
	<b>611,709</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>611,709</b>	<b>0.0%</b>

## EXHIBIT G

### EMS Supervisor Roles & Responsibilities

(As approved by the EMS Oversight Board 4/25/2016)

This attachment lists a number of the roles provided by the EMS supervisor, by way of example of historical, current and potential future areas of responsibility. This list is by no means all inclusive, or exclusive, of work performed by the EMS supervisor.

One of the overarching responsibilities of the EMS Supervisor is to actively monitor the ALS system performance in terms of resource availability and incident assignments, and to effect change as appropriate. This includes assisting Prospect (Fire/EMS Dispatch Center) with questions regarding response levels needed for certain calls. The Paramedic Supervisor is tasked with managing all Whatcom County ALS units when episodes of high demand occur, and may decide to overrule the criteria based dispatch protocols (the card system) during these times in an effort to provide the highest trained EMS provider to the sickest patient.

### Incident Response Role

- ☐ Paramedic Supervisors are available to respond system-wide for surge capacity when the current four staffed ALS units are unavailable due to high call demand times

*Continues providing ALS response when no other Medic Units are available*

- ☐ Assists in keeping Medic Units in established response areas

*Example: Any responses in the City of Bellingham involving County Medic Unit responses (M-10 or M-45)*

- ☐ Multiple Medic Unit Responses

*Assists in coordination of resources and/or patients*

- ☐ Multiple "Red" Patient Responses

*Assists in coordination of resources and/or patients*

- ☐ CPR calls that involve services other than EMS, such as Fire, Haz-Mat, or LE (MVA, Industrial Accident, Rescue, GSW, or Stabbing)

*Assists in coordination of resources*

## On Scene-Role

### ☐ **Officer Role**

Paramedic Supervisors may be assigned to a Medical Branch/Group at incidents that have a high number of patients. Mass Casualty Incidents (MCI), Haz-mat and Active Shooter are examples of the types of incidents where this assignment would take place.

Can be placed in officer roles at MCI. (Treatment Officer, Triage Officer, and Transport Officer).

Transports personnel and equipment to and from hospital when need arises.

### ☐ **Paramedic Role**

Primary role of EMS-1 Captain should be serving and supporting the needs of individual paramedics, it may or may not be a role of a supervisor depending on ALS agency and jurisdiction. Paramedic that has the primary care is in charge of the patient treatment, care, & transport. He or she may utilize EMS-1 Captain in whatever capacity needed for that incident. EMS-1 may make suggestions or recommendation similar to Paramedic Partner role.

In order to improve communications and eliminate confusion, below is a set of questions that EMS-1 Captain should be asking on arrival:

- What do you have?
- What have you done?
- What is your plan?
- What can I do to assist?

### ☐ **Agency Specific**

The Paramedic Supervisor is available to provide on scene oversight of Paramedic performance specifically in the area of delivery of ALS care in accordance with Whatcom County ALS protocols.

## Non-Response Support Role

### System-wide:

- ☐ Manages common equipment such as gurneys and vacuum splints.
- ☐ Assists Paramedic Units with delivery or replacement of equipment that has failed.
- ☐ Act as a liaison to other agencies: Other Fire Departments, Dispatch, Hospital, etc.  
Paramedic Supervisors participate in and serve as an advisory on the performance of ALS providers to the Whatcom County Trauma Committee. This committee is made up of Emergency Physicians, Trauma Surgeons, Anesthesiologists and other providers of Trauma services to critically injured patients. Paramedic Supervisors are also involved with the CQI committee, which focuses on improving the overall care that patients receive from both ALS and BLS providers.
- ☐ The Paramedic Supervisor assists the Whatcom County Medical Director with evaluating, developing, implementing any changes or additions to the Whatcom County ALS protocols.
- ☐ Paramedic Supervisors are available for, and do receive, a number of EMS related questions from BLS providers. These questions can range from patient care, equipment replacement and maintenance questions, to assistance with infectious disease exposures.
- ☐ Paramedic Supervisors handle any complaints that patients may have with the service that was provided and directs appropriately to responsible agency; BLS or ALS.

### Agency Specific:

- ☐ Paramedic Supervisors review medical incident reports for quality assurance in the areas of patient care, billing and legal requirements.