

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark Regional Emergency Services Agency – EMS Program

DATE: October 29, 2013

REQUEST: Approve the EMS Interlocal Cooperation Agreement

CHECK ONE: X Consent CAO

BACKGROUND: There are three key legal instruments that furnish the regulatory and contractual foundation for Clark County EMS District #2's (District) high-performance, multi-jurisdictional ambulance contract. These three instruments include the EMS Interlocal Cooperation Agreement (Agreement), the Uniform EMS Ordinance (Ordinance) and the Ambulance Services Contract (Contract).

EMS Interlocal Cooperation Agreement makes possible the consolidated regulation and group purchasing of ambulance services within the Contract Service Area. The Agreement delegates the District, the County, Participating Jurisdictions, and the EMS Administrative Board certain regulatory powers and contract administrative responsibilities, thereby "pooling" the purchasing powers of the participating jurisdictions to secure clinically superior and more economically stable ambulance service.

Uniform EMS Ordinance, establishes the oversight and regulatory standards for the provision of ambulance and emergency medical services throughout the unincorporated area of Clark County and the participating cities.

The current Interlocal is due to expire on December 31, 2014 at the conclusion of the Contract's term with extensions. The Interlocal requires approval by Clark County, the Cities of Battle Ground, LaCenter, Ridgefield, Woodland¹ (Participating Jurisdictions), and the District prior to the release of the 2014 ambulance procurement documents.

On March 12, 2013, the Vancouver City Manager sent a letter to the District Board and the EMS Administrative Board advising on the City Council's direction to withdraw from the District. As a result, the Agreement was revised to include this decision. Attached is an index of changes made to the Agreement (Attachment 1).

Staff submitted the revisions to the Agreement for legal counsel's review on April 10, 2013. On July 11, 2013, the EMS Administrative Board recommended the revisions to the Agreement be approved by the Participating Jurisdictions. On July 22nd, CRESA staff requested the Participating Jurisdictions to approve, or request changes to these revisions by August 30, 2013. To date, only one requested change has been received by the City of Woodland that the participating cities' representative on the District Board be appointed by the Clark County mayors' group.

Upon participating jurisdictions approval of the EMS District #2 Interlocal Cooperation Agreement and Uniform EMS Ordinance:

- 1) EMS District #2 will distribute multiple signature pages of the EMS Interlocal Agreement to participating jurisdictions for signature by the necessary officials;
- 2) An EMS District #2 workgroup along with representatives from the City of Vancouver will work on the joint ambulance RFP specifications (estimated date, Oct. 2013).
- 3) Release of the joint ambulance RFP (estimated date, Jan. 2014).

¹ On February 4, 2013, the City of Woodland requested the District explore the feasibility of joining the EMS Interlocal Agreement for uniform regulation of EMS and group purchasing of ambulance service. On March 6, 2013, it was mutually agreed to add Woodland as a participating jurisdiction starting with the next ambulance contract.

not
OK
N

COMMUNITY OUTREACH: The Agreement is based on the 2014 EMS System Design Decisions recommended by the Participating Jurisdictions, the EMS Administrative Board and approved by the District on July 9, 2013. These Decisions involved specific workgroups composed of over seven committees and 30 individuals who provided over 770 hours of input over a two year period of time.


BUDGET AND POLICY IMPLICATIONS: Expenses related to the ambulance procurement process have been budgeted in the 2013/2014 CRESA EMS Program Budget. Part of the procurement process includes revision and approval of key EMS Interlocal Cooperation Agreement and Uniform EMS Ordinance to be approved by participating jurisdictions.

FISCAL IMPACTS

Yes (see attached form)

No

ACTION REQUESTED: Consider approval of the EMS District #2 Interlocal Cooperation Agreement.



Anna Pendergrass, Director
Clark Regional Emergency Services Agency

Approved October 29, 2013
CLARK COUNTY
BOARD OF COMMISSIONERS SR 214-13

Attachments: 1) Index of Changes to the EMS Interlocal Cooperation Agreement

Exhibits: A) EMS Interlocal Agreement

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3 EMS INTERLOCAL COOPERATION AGREEMENT
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5 EMS 13-50
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7 THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act
8 (Chapter 39.34 R.C.W.) between Clark County (hereinafter the "County"), the cities of
9 Battle Ground, La Center, Ridgefield, and Woodland (hereinafter, "Cities"), and Clark
10 County Emergency Medical Services District #2 (hereinafter, the "District") by which the
11 parties agree to establish and participate in (1) a cooperative and uniform system of
12 Emergency Medical Services (EMS) regulation and (2) ambulance service group
13 purchasing through competitive procurement processes, which such systems of
14 regulation and group purchasing shall be open to such other jurisdictions that choose to
15 participate through this agreement. This agreement replaces and supersedes the EMS
16 Interlocal Cooperation Agreement entered into between the County, District, and
17 Vancouver, on March 20 1995; and the Addenda adding the City Battle Ground on March
18 11, 1997, the City of Ridgefield January 30, 1996, and the City of La Center April 22,
19 2003; Memorandum of Understanding extending the EMS Interlocal Cooperation
20 Agreement from June 30, 2010 to September 30, 2014; and Memorandum of
21 Understanding extending the EMS Interlocal Cooperation Agreement from September 30,
22 2014 to December 31, 2014.

23 WHEREAS, the County, the Cities, and the District entered into an Interlocal EMS
24 Agreement through which the County administered the Cities' and Clark County's Uniform

1 EMS Ordinances, and the District awarded an ambulance services contract which expires
2 at midnight, December 31, 2014; and

3 WHEREAS, the County, the Cities, and the District desire to modify the existing
4 Interlocal EMS Agreement to address their EMS regulatory and ambulance group
5 purchasing needs as established under the original agreement and ordinances, and
6 reaffirmed in the 2014 EMS System Design Decisions; and

7 WHEREAS, the parties find as a fact that whenever two or more contiguous local
8 jurisdictions share the same EMS system, a decision by one jurisdiction with regard to the
9 EMS service system unavoidably impacts the cost and/or quality of health care in the
10 other jurisdictions served by the same system; and

11 WHEREAS, Clark County and the Cities find as a fact that it is in the best interests
12 of the health and safety of the public to prescribe and enforce uniform standards for
13 provision of EMS services throughout their jurisdictions and have therefore each adopted
14 an ordinance, that is substantially similar to the Uniform EMS Ordinance attached as
15 Exhibit A, which supplements and exceeds state laws and regulations; and

16 WHEREAS, the County, District, and the Cities for the reasons set forth in the
17 Uniform EMS Ordinance, as amended, and in the supporting reports and legislative
18 findings thereto, find as a fact that it is in the best interests of the health and safety of the
19 public to utilize their combined and/or complementary authority to award to a single
20 provider the exclusive right and obligation to respond to all medical requests originating
21 within the ambulance Contract Service Area;

1 NOW, THEREFORE,

2 THE PARTIES AGREE AS FOLLOWS:

3 1. PURPOSES.

4 The purposes of this agreement are:

5 a. To enable the Cities and the County to exercise uniform
6 regulatory oversight over EMS in the Regulated Service Area;

7 b. To enable the Cities and the District to participate in group
8 purchasing of ambulance services for the Contract Service Area so as to enable the
9 residents within the boundaries of the Contract Service Area to benefit from large scale
10 buying power, economies of scale and superior disaster response capabilities; and

11 c. To establish a process for other jurisdictions to become
12 participants in this agreement.

13 2. DEFINITIONS.

14 Unless a different meaning is plainly required by the context, words and
15 phrases used in this agreement shall have the meanings attributed to them in R.C.W.
16 18.73.030, the Uniform EMS Ordinance, attached as Exhibit A to this agreement, or in
17 this section; provided that in case of any conflict, the Uniform EMS Ordinance shall
18 control:

19 a. "Ambulance Service Contractor" or "Contractor" means the
20 private or public entity that is under exclusive contract with the District to respond to all
21 medical requests originating within the Contract Service Area.

1 b. "Annual Inflation Adjustment" means the annually computed
2 maximum upward adjustment to the Average Patient Charge based upon the Indexed
3 Inflation Adjustment provisions established herein which, when approved by the EMS
4 Administrative Board, and implemented in whole or part by the Ambulance Service
5 Contractor, shall serve as the basis for any upward adjustment to the Average Patient
6 Charge for the following contract year.

7 c. "Average Patient Charge" or "APC" means the average
8 charge established in the ambulance contract; with actual Contractor performance
9 measured by gross revenues for the transport of patients divided by the total number of
10 patients transported (one-way) subject to rate regulations established under the Contract.

11 d. "Class A Default" means those contractual defaults by the
12 Ambulance Services Contractor which may be grounds under the Ambulance Services
13 Contract for the District to invoke the take over provisions of the contract.

14 e. "Contract Service Area" means the combined geographic
15 area within the corporate limits of the Cities and within the portions of unincorporated
16 Clark County defined in the Ambulance Service Agreement, and within any other
17 jurisdictions which participate in this agreement for the purpose of group purchasing of
18 ambulance services.

19 f. "Contract Violation" means whenever the Contractor has
20 failed to perform in accordance with the provisions of the Contract, other than a default or

1 those instances when the ambulance response time exceeds beyond the applicable
2 response time standard.

3 g. "EMS Interlocal Cooperative" or "Cooperative" means the
4 collective group of governmental jurisdictions which participate in this agreement.

5 h. "EMS System" means that network of individuals,
6 organizations, facilities and equipment whose participation is required to generate a
7 clinically-appropriate, pre-planned system-wide response to each request for out of
8 hospital care and/or ambulance transport, so as to provide each patient the best possible
9 chance of survival without disability, given available financial resources and the state-of-
10 the-art of EMS technology.

11 i. "Extraordinary Cost Increase Adjustment" means a
12 temporary, but renewable increase in the Average Patient Charge and Maximum Patient
13 Charge, other than the scheduled Annual Inflation Adjustment, which may be allowed by
14 the District to offset: 1) costs for certain factors of production; or 2) changes in insurance
15 payor mix; or 3) changes in insurance reimbursement rates all of which are beyond the
16 Contractor's control and have escalated more rapidly than the Annual Inflation
17 Adjustment.

18 j. "Externally-Imposed Upgrade Adjustment" means a negotiated
19 adjustment to the Average Patient Charge and Maximum Patient Charge to offset the
20 reasonable and actual amortized marginal costs of implementing externally imposed
21 upgrades to the system standard of care required of the Ambulance Service Contractor

1 by the Medical Program Director, or under applicable federal, state, or local laws, rules
2 and regulations.

3 k. "Franchise Model" means an EMS business structure in
4 which a contracted organization serves as the retail provider of ambulance services, and
5 owns or controls most or all essential factors of production including operating licenses
6 and permits, third-party reimbursement provider numbers, patient accounts receivable,
7 and other factors of production. Under a "franchise model," the ambulance services
8 contractor controls the patient accounts management process, and is compensated by
9 way of such fee-for-service revenues as may be realized from the sale of ambulance
10 services.

11 l. "Indexed Inflation Adjustment" means the average of the
12 percentage changes of the US Medical Care Services and the Portland-Salem All Costs
13 Items cost of living indexes published by the US Department of Labor over the most
14 recent 12-month period for which published figures are then available.

15 m. "Maximum Patient Charge " or "MPC" means the maximum
16 per patient charge permitted by the Ambulance Service Contract subject to rate
17 regulations established under the Contract.

18 n. "Upgrade Reserve" means the funds contractually committed
19 by the Ambulance Service Contractor solely for purpose of funding such upgrades to the
20 System Standard of Care and as may be periodically authorized from time-to-time under
21 the Uniform EMS Ordinance. To the extent that the actual and reasonable costs of such

1 upgrade do not exceed the then-remaining balance of the Upgrade Reserve, the
2 Ambulance Service Contractor shall not be eligible for and Extraordinary Adjustment to
3 the Uniform Schedule of Subsidy/Price Options.

4 3. PARTICIPATION.

5 The parties to this agreement are the Cities, Clark County and the District,
6 and shall be collectively referred to as the EMS Interlocal Cooperative. The County and
7 the Cities participate in the Cooperative in their regulatory capacities for the purpose of
8 enforcing and administering the Uniform EMS Ordinance. The District and the Cities
9 participate in their capacities as public ambulance service providers for the purpose of
10 group purchasing of ambulance services. General purpose governmental jurisdictions
11 may join the Cooperative for the purpose of uniform regulation of the EMS system by
12 adopting an ordinance substantially similar to the Uniform EMS Ordinance and executing
13 an appropriate interlocal agreement with the County. Participation in the Cooperative for
14 purposes of group purchasing of ambulance services is open to other governmental units
15 which have independent authority to designate or contract for ambulance services and
16 which execute this agreement. Jurisdictions outside Clark County may participate for one
17 or both of the purposes of this agreement upon approval of Clark County, provided that
18 the County shall have previously consulted with the then-existing member jurisdictions,
19 the Medical Program Director, and the EMS Administrative Board.

1 4. UNIFORM EMS ORDINANCE.

2 Each participating jurisdiction shall adopt amendments to its ambulance
3 ordinance which substantially conforms to the revisions made to the Uniform EMS
4 Ordinance attached as Exhibit A.

5 5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

6 The District and the Cities shall retain the following powers:

7 a. Subsidy Options.

8 Each shall have the right to choose annually whether to reduce the
9 then-current Average Patient Charge or Maximum Patient Charge which may be charged
10 by the Ambulance Service Contractor for service originating within their respective
11 jurisdictions by subsidizing user fees. In such event, subsidy payments shall fully offset
12 user fees in accordance with a formula to be negotiated by the participating jurisdictions
13 and the District.

14 b. Uniform Quality of Care.

15 Each shall be entitled to receive a uniform quality of prehospital EMS
16 care as established in the then-current System Standard of Care, externally monitored
17 and enforced by the Medical Program Director based on the delegated duties and
18 responsibilities as defined by state legislation and the professional services contract
19 between the Medical Program Director and County.

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c. Uniform Charges

The Average Patient Charge and Maximum Patient Charge shall be uniform throughout the Contract Service Area, subject to the provisions of Section 5(a) of this Agreement.

d. No Ambulance Deployment Restrictions.

The Ambulance Service Contractor shall be prohibited from contractually committing any of its ambulances to the exclusive benefit of any particular jurisdiction, except under contract for short-term special events. The participating jurisdictions shall have access to all resources of the Ambulance Service Contractor at any given time, subject to fluctuations in consumer demand for service, weather conditions and disaster situations.

e. Response Time Reliability.

Each shall have the right to contractually enforceable response time reliability standards, externally monitored and enforced by the District, provided that response time standards under the ambulance contract may vary according to population density, location of hospitals, arterial road circulation, and natural and man made barriers. In order to ensure maximum reliability, such monitoring shall include state of the art technology and independent cross checking.

1 f. Contract Commitments.

2 Each shall be entitled to receive the service commitments made by
3 the Ambulance Contractor, monitored by the EMS Administrative Board and enforced by
4 the District.

5 6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

6 Clark County is hereby designated as the Regulatory Administrator of the
7 EMS regulatory program established under the Uniform EMS Ordinance as adopted by
8 any party hereto. As Regulatory Administrator, Clark County shall have the authority and
9 responsibilities as set forth in such Ordinance and in particular shall:

10 a. Contract with the Medical Program Director to perform,
11 directly and/or through the Director's designates and support staff the duties and
12 responsibilities described in the Ordinance and this agreement;

13 b. Decide appeals from decisions of the Medical Program
14 Director in accordance with the Ordinance either directly, or by means of appointment of
15 one or more administrative hearing examiners;

16 c. Enter into agreements with Clark Regional Emergency
17 Services Agency as are necessary to carry out the regulatory provisions of the Uniform
18 EMS Ordinances and this Agreement.

19 d. Appoint the EMS Administrative Board established in the
20 Ordinance, after the consultation with the Cities regarding such appointments;

1 e. At its option, review and determine in accordance with the
2 Ordinance whether to approve, modify or deny any alteration in the System Standard of
3 Care approved by the EMS Administrative Board;

4 f. Provide all necessary material and staff support for
5 administration and regulation under the Uniform EMS Ordinances;

6 g. Budget and pay for the EMS regulatory and contract
7 administration functions under this agreement from the County budget.

8 7 AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY EMS
9 DISTRICT #2.

10 The Clark County EMS District #2 is hereby designated as the Contract
11 Administrator for the Cities and such other municipalities and jurisdictions as may become
12 participants in this agreement for purposes of group purchasing of ambulance services.
13 As Contract Administrator, the District shall have the authority and responsibilities as
14 follows:

15 a. Enter into agreements with Clark Regional Emergency
16 Services Agency as are necessary to carry out the administrative provisions of the
17 Uniform EMS Ordinances, this Agreement, and Ambulance Services Contract.

18 b. Provide all material and staff support to the EMS
19 Administrative Board necessary to carry out its duties;

1 c. Develop and administer through the EMS Administrative
2 Board a competitive process for procuring ambulance services for the Contract Service
3 Area in conformity with the contracting policies set forth in this agreement;

4 d. Conduct ongoing ambulance contract administration and
5 oversight through the EMS Administrative Board and the Medical Program Director;

6 e. Award an ambulance services contract based upon the
7 recommendation by the EMS Administrative Board; provided that the District reserves the
8 right to reject the recommendation of the EMS Administrative Board for good cause;

9 f. Determine, within 30 days of the approval by the EMS
10 Administrative Board of an Extraordinary Adjustment, whether to elect to review such
11 Extraordinary Adjustment in accordance with Section 9 (b) of this agreement. Prior to
12 approving any such adjustments, the District shall ensure the Cities and other
13 participating jurisdictions have adequate opportunity for review and comment on any such
14 adjustments and that the Medical Program Director has reviewed and commented
15 concerning any Extraordinary Adjustments which impact patient care;

16 g. Review and determine whether to accept any
17 recommendation by the EMS Administrative Board for EMS system infrastructure
18 acquisition or financing;

19 h. Review and determine whether to accept any
20 recommendation by the EMS Administrative Board regarding any proposed formula by a
21 participating jurisdiction for a user fee subsidy pursuant to Section 5(a) of this Agreement;

1 i. Administer financial and budgeting functions necessary for
2 the ambulance service contracting provisions of this agreement; and

3 j. Membership and Voting Rights of the EMS District #2 Board.
4 To carry out the administrative duties established in Section 7, there is an EMS District #2
5 Board established in the EMS District #2 Ordinance. The EMS District #2 Board shall
6 consist of 3 persons, each of whom are delegated one vote consisting of the following
7 members:

8 (1) The two County Commissioners representing the
9 unincorporated areas of Clark County EMS District #2; and

10 (2) One city council member appointed by the Clark
11 County mayor's group representing the Cities of Battleground, LaCenter, Ridgefield and
12 Woodland. The city representative shall change each year with the position alternating
13 between the cities in alphabetical order commencing with the City of Battle Ground.
14 Should a city decline its period of representation, the position shall go to the next city in
15 line.

16 8 EMS ADMINISTRATIVE BOARD

17 The EMS Administrative Board shall have the authority and the
18 responsibilities as set forth in the Uniform EMS Ordinance and shall serve as an advisory
19 board to the EMS District #2 Board and in particular shall:

- 1 a. Develop and administer a competitive process for procuring
2 ambulance services for the Contract Service Area in conformity with the contracting
3 policies set forth in this agreement, subject to confirmation by the District;
- 4 b. Review and approve the award of the ambulance service
5 contract, subject to confirmation by the District;
- 6 c. Issue declarations of contract violations and Class A defaults
7 by the Ambulance Service Contractor, after first giving the participating jurisdictions
8 adequate opportunity for review and comment and subject to later confirmation of such
9 declarations by the District;
- 10 d. Evaluate and make recommendation to the District regarding
11 any proposed formula by any participating jurisdiction for a user fee subsidy pursuant to
12 Section 5(a) of this Agreement.
- 13 e. Determine the Annual or Indexed Inflation Adjustments, if any,
14 to the Average Patient Charge and/or Maximum Patient Charge as described in Section 9
15 (a) of this agreement;
- 16 f. Review and approve, modify, or deny proposals for
17 Extraordinary Cost Adjustments or Externally Imposed Upgrade Adjustments to the
18 ambulance service contract as described in Section 10 of this Agreement, after first giving
19 the participating jurisdictions adequate opportunity for review and comment, and subject
20 to confirmation by the District; and

1 g. Conduct ongoing ambulance contract administration and
2 oversight, including evaluation of ambulance contractor performance and make
3 recommendation for the award, subject to District confirmation, of up to three (3) earned,
4 [two (2) year extensions] to be earned at the end of the second, fourth and sixth years of
5 the contract.

6 h. Membership and Voting Rights of the EMS Administrative
7 Board. The EMS Administrative Board shall consist of five (5) community volunteers,
8 none of whom are elected officials, serving three (3) year terms, each of whom are
9 delegated one vote consisting of the following members:

10 (1) One with expertise in the field of health care
11 administration;

12 (2) One with expertise in the field of business and finance;

13 (3) One with expertise in the field of law

14 (4) One with expertise in the field of insurance; and

15 (5) One with expertise in the field of health care
16 administration, or business.

17 9 ADJUSTMENTS TO AVERAGE PATIENT CHARGE/MAXIMUM
18 PATIENT CHARGE.

19 a. Inflation Adjustment

20 The Annual or Indexed Inflation Adjustment to the Average Patient
21 Charge and/or Maximum Patient Charge shall be based upon the Annual or Indexed

1 Inflation Adjustment defined herein. The Ambulance Service Contractor may, at its
2 option, accept all or a portion of the adjustment at the beginning of the next contract year.

3 The EMS Administrative Board shall be responsible for calculating the Inflation
4 Adjustment not less than sixty (60) days before the commencement date of the next
5 contract year.

6 b. Local Subsidy Review

7 Immediately following approval of the Annual or Indexed Inflation
8 Adjustment, the EMS Administrative Board shall solicit from the parties to this agreement,
9 their separate proposals pursuant to Section 5(a) of this agreement for their respective
10 jurisdictions as to whether the upward adjustment shall be funded through increased user
11 fees or through governmental subsidies, or by a combination of both. If no action is taken
12 by a party within 30 days of written notice from the District of the proposed Annual
13 Indexed Inflation Adjustment, the increased price for services by the Ambulance Service
14 Contractor within that party's political boundaries shall be applied by the District entirely to
15 user fees.

16 10 EXTRAORDINARY ADJUSTMENTS.

17 a. Types of Extraordinary Adjustments/Criteria.

18 The Ambulance Service Contractor may from time-to-time apply to
19 the EMS Administrative Board for either or both of two types of Extraordinary
20 Adjustments:
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1 (1) Externally-Imposed Upgrade Adjustment.

2 The EMS Administrative Board may review and approve,
3 subject to confirmation by the District, an Externally-Imposed Upgrade Adjustment to
4 offset the reasonable and actual amortized marginal costs of implementing and
5 maintaining externally imposed upgrades required by the Medical Program Director, or
6 pursuant to applicable federal, state, or local laws, rules or regulations, subject to the
7 limitations and conditions set forth in the Ambulance Services Contract. In the event that
8 the EMS Administrative Board finds that the cost of the proposed Upgrade Adjustment
9 will exceed the Upgrade Reserve balance, it may approve, modify or deny the requested
10 adjustment.

11 (2) Extraordinary Cost Increase Adjustment.

12 The EMS Administrative Board may review and approve,
13 subject to confirmation by the District, Extraordinary Cost Increase Adjustments, . The
14 EMS Administrative Board shall review the Contractor's request for an Extraordinary Cost
15 Increase Adjustment according to the definition established in this Agreement and the
16 criteria set forth in the Ambulance Services Contract and approve, modify or deny the
17 requested adjustment.

18 b. Review/Comment/Confirmation.

19 No Extraordinary Adjustments to the Average Patient Charge or
20 Maximum Patient Charge shall become final and effective until thirty (30) days after its
21 approval by the EMS Administrative Board, during which time: (1) the participating parties

1 to this agreement shall have opportunity to review and comment on any such adjustment;
2 (2) the Medical Program Director shall review and comment on any adjustment which in
3 his or her opinion may have an impact on patient care; and (3) the District may elect to
4 review and approve, modify, or disapprove such adjustment. Absent such election, the
5 adjustment shall become final.

6 11. CONSOLIDATED ANNUAL REPORT.

7 The EMS Administrative Board shall present to the parties to this
8 agreement an annual consolidated report on EMS addressing the following:

9 a. An accounting of the user-fees charged, and subsidies paid (if
10 any) for services rendered by the Ambulance Service Contractor, as necessary to ensure
11 ongoing compliance with the financial requirements of the Ambulance Service Contract
12 and the subsidy policies established by the governing body of each participating
13 jurisdiction; and

14 b. A report from the Medical Program Director and Clark
15 Regional Emergency Services Agency evaluating the EMS system's clinical and response
16 time performance, improvements made and problems encountered during the previous
17 year and a forecast of improvements and problems anticipated during the following year.

18 12. CONTRACTING POLICIES. The ambulance service contracts
19 awarded pursuant to this agreement shall be governed by the following basic policies:

20 a. Contracting Process.

1 the contractor has, in general, exceeded the minimum requirements set forth in the
2 ambulance services contract and in the System Standard of Care;

3 (b) Response Time Performance Exceeding
4 Contract Requirements. That the response time performance of the contractor has, in
5 general, exceeded the minimum requirements set forth in the ambulance services
6 contract. The method of measurement used to determine response time performance
7 exceeding contract requirements shall be the total number of compliant responses
8 (numerator) divided by the total number of responses (denominator) during the contract
9 year. To exceed the requirements, the contractor shall meet, or exceed ninety percent
10 (90%) for each cell type using the above method of measurement for each contract year
11 being evaluated.

12 (c) Average Patient Charge at, or Below Maximum
13 Allowed. Excluding Extraordinary Adjustments to the Average Patient Charge and/or
14 Maximum Patient Charge, the previous two years Annual Audited Report showing the
15 actual Average Patient Charge at, or below the allowed Maximum Patient Charge.

16 (d) Substantial and Consistent Compliance. Finding
17 by the EMS Administrative Board that the Contractor substantially and consistently meets
18 the various requirements of applicable federal, state and local laws, rules and regulations
19 and the performance requirements of the Ambulance Services Contract.

20 (f) Market Review. A finding by the EMS
21 Administrative Board, after review of other high performance EMS systems, that

1 reopening competition for the contract would not likely result in substantial cost savings or
2 service improvements in comparison to costs and service levels of other high
3 performance EMS systems.

4 (5) Financial Basis for Extension. In the event such
5 extension is earned, the District may negotiate the inflation-basis of extension pricing
6 based on the Annual, or Indexed Inflation Adjustment as defined in Section 2. I.

7 13. FINANCING.

8 Ambulance services provided by the Ambulance Service Contractor and
9 administrative costs of the County and District shall be funded from user fees unless
10 individual jurisdictions which are parties to this agreement elect to subsidize the cost of
11 such services pursuant to Section 5(a) of this Agreement.

12 14. DURATION.

13 This agreement shall remain in full force and effect for an initial term of six
14 (6) years from its effective date until midnight, December 31, 2020, with the option of
15 three (3) additional [two (2) year] extensions resulting in a duration not to exceed
16 midnight, December 31, 2026, subject to the provisions of Section 15 of this Agreement.

17 15. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

18 a. This agreement may be terminated, modified or extended at
19 any time as agreed by all the parties in writing, within 60 days of the occurrence of any of
20 the following events, and upon not less than 30 days written notice to the other parties,

1 any party may unilaterally withdraw from their participation in this agreement with or
2 without cause and without penalty:

3 (1) The Contractor's actual Average Patient Charge
4 increases by more than 10 percent during any given contract year.

5 (2) The recommendation by the EMS Administrative Board,
6 adopted by the District, to take over the ambulance service as provided in the Ambulance
7 Service Contract or to terminate the long term Ambulance Services Contract.

8 16. INTERLOCAL COOPERATION ACT COMPLIANCE.

9 This is an agreement entered into under Chapter 39.34, R.C.W. Its
10 duration is as specified in Section 14. The organization, composition and nature of the
11 EMS Administrative Board is as specified in Section 8 and by the Uniform EMS
12 Ordinance attached as Exhibit A to this agreement. Its provision for a regulatory
13 administrator is as specified in Section 6. Its provision for a contract administrator is as
14 Section 7. Its purposes are as described in Section 1. Its manner of financing and
15 budgeting is as described in Sections 6, 7 and 13. Its termination is as described in
16 Section 15.

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1 17. NOTICES.

2 Notices required to be given under the terms of this agreement shall be
3 directed to the following unless all parties are otherwise notified in writing:

4 Clark County and District:

5 County Administrator
6 Clark County
7 P.O. Box 5000
8 1013 Franklin
9 Vancouver, Washington 98660

City of La Center:

 City Mayor
 City of La Center
 214 East Fourth Street
 La Center, WA 98629

10 City of Battle Ground:

11 City Manager
12 City of Battle Ground
13 PO Box 37
14 Battle Ground, WA 98604

City of Ridgefield:

 City Manager
 City of Ridgefield
 P.O. Box 608
 Ridgefield, WA 98642

15 City of Woodland:

16 City Mayor
17 City of Woodland
18 230 Davidson Avenue
19 Woodland, WA 98674

1 18. ENTIRETY.

2 This document with its listed and attached Exhibit(s) constitutes the entire
3 agreement of the parties.

4 19. SEVERABILITY.

5 If any section of this agreement is held by a court to be invalid such action
6 shall not effect the validity of any other part of the agreement.

7 20. EFFECTIVE DATE.

8 This agreement shall go into effect on January 1, 2015, among and
9 between the parties contingent on its execution by each of the parties, as evidenced by
10 the signatures and dates affixed below.

11 21. RATIFICATION.

12 Acts taken in conformity with this agreement but prior to its execution are
13 hereby ratified and affirmed.

14 22. EXECUTION AND FILING.

15 The parties agree that there shall be multiple original signature pages to this
16 Agreement distributed for signature by the necessary officials of the parties. Upon
17 execution, the executed original signature pages of this Agreement shall be returned to
18 the Clerk of the Board of County Commissioners, which shall file an executed original of
19 this Agreement with the Clark County Auditor. The Clerk shall distribute duplicate
20 conformed copies of the Agreement to each of the parties.

21 DATED this ^{29th} ___ day of October, 2013.

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CITY OF BATTLE GROUND

John Williams, City Manager

Approved as to form:

, City Attorney

Attest:

, City Clerk

CITY OF LA CENTER

Jim Irish, Mayor

Approved as to form:

, City Attorney

Attest:

, City Clerk

CITY OF RIDGEFIELD

Phil Messina, City Manager

Approved as to form:

, City Attorney

Attest:

, City Clerk

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CITY OF WOODLAND

Grover Laseke, Mayor

Approved as to form:

, City Attorney

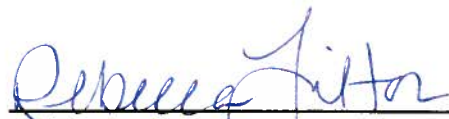
Attest:

, City Clerk

CLARK COUNTY EMS DISTRICT #2 Attest:



Steve Stuart, Chair




Rebecca Tilton, Clerk to the Board

Approved as to form:



Chris Horne, Chief Civil Deputy
Prosecuting Attorney

CLARK COUNTY



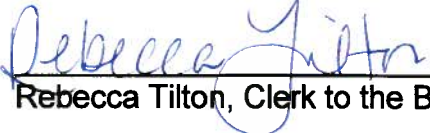
Steve Stuart, Chair

Approved as to form:



Chris Horne, Chief Civil Deputy
Prosecuting Attorney

Attest:



Rebecca Tilton, Clerk to the Board

2014 EMS INTERLOCAL COOPERATION AGREEMENT

INDEX OF CHANGES

The Index of Changes highlights those changes that are either housekeeping revisions to reflect the current system or proposed revisions.

Section	Changes	Page
Section ##		
Opening	<ul style="list-style-type: none"> • Housekeeping – Delete Vancouver and add City of Woodland; Add reference to MOU Interlocal Extension; Change to expiration date of current ambulance contract. • Housekeeping – Change to 2014 EMS System Design Decisions 	1 2
Section 2		
Definitions:		
b. Annual Inflation Adjustment	<ul style="list-style-type: none"> • Revision – Changed inflation adjustment from CPI National All Items to Indexed Inflation Adjustment (ave. % of US Medical and Portland-Salem All Costs)¹ 	4
e. Class B Default	<ul style="list-style-type: none"> • Housekeeping – Replaced with “Contract Violation” based on current provisions in the contract. 	4
f. Contract Violation	<ul style="list-style-type: none"> • Housekeeping – (see e. Class B Default above) 	4
g. Consumer Price Index	<ul style="list-style-type: none"> • Revision – (see a. Annual Inflation Adjustment above) 	5
h. EMS System	<ul style="list-style-type: none"> • Housekeeping – “Out-of-hospital” better describes role of EMS as part of the healthcare system versus “prehospital” that limits patient destination to the hospital. 	5
i. Extraordinary Cost Increase	<ul style="list-style-type: none"> • Revision – In addition to costs, added payor mix and reimbursement rates that are beyond the Contractor’s control. 	5

¹ With the economic recession, the CPI National All Items has not kept pace with the cost of ambulance operations (e.g., fuel, medical supplies and equipment, employee healthcare benefits). Surrounding county ambulance franchise contracts adjust rates as follows: Washington County uses 25% of each: All Items, Fuels & Utilities, Motor Fuels, Medical Care; Multnomah County uses 45 percent of the Transportation index; 45 percent of the Medical Care index; 100 percent of the All Components index; Clackamas County uses a rate evaluation process that makes adjustments based on changes in the CPI, payor mix, changes in Medicare and Medicaid reimbursement and extraordinary changes including items beyond the contractor’s control or changes in contract requirements.

Section	Changes	Page
i. Indexed Inflation Adjustment	<ul style="list-style-type: none"> • Revision – Added Indexed Inflation Adjustment definition as the average % of US Medical and Portland-Salem All Costs verses the National CPI All Items that was previously used. Comparative adjustments to the proposed Indexed Inflation Adjustment verses the National CPI All Items are as follows: Indexed Inflation Adjustment = 2.72; CPI All Items – 2.06 (average annual inflation increase past 5 yrs.) 	6
Section 5 Powers Retained By Participating Jurisdictions c. Uniform Quality of Care e. Response Time Reliability	<ul style="list-style-type: none"> • Revision – Added language to limit MPDs authority as that defined by state law and the professional services contract with the County. • Housekeeping – Response time monitoring and enforcement is done by the District as the contract administrator not the MPD. 	9
Section 7 Authority and Responsibilities of Clark County EMS District #2 j. Membership and Voting Rights	<ul style="list-style-type: none"> • Revision – Added language to change current EMS district governance membership from the county commissioners to a joint governance board with Clark County and Small Cities representation.² 	13
Section 8 EMS Administrative Board c. Issue declarations of contract violations f. Extraordinary Cost Adjustments or Externally Imposed Upgrade Adjustments h. Membership and Voting Rights	<ul style="list-style-type: none"> • Housekeeping – (see 2. e. Class B Default above) • Revision – Added language to mirror provisions currently established in Section 10 of the EMS Interlocal Agreement • Revision – Added language to mirror provisions currently established in the Uniform EMS Ordinance 	14 14 15
Section 9 Adjustments to Average Patient		

² RCW 36.32.480 (3) The members of the county legislative authority shall compose the governing body of any emergency medical service district which is created within the county: PROVIDED, That where an emergency medical service district includes an area within the corporate limits of a city or town, the emergency medical service district may be governed as provided in an interlocal agreement adopted pursuant to chapter 39.34 RCW.

Section	Changes	Page
Charge/Maximum Patient Charge a. Annual or Indexed Inflation Adjustment	<ul style="list-style-type: none"> • Revision – (see 2. a. Annual Inflation Adjustment and 2. L. Indexed Inflation Adjustment above) 	15
Section 10 Extraordinary Adjustments a. (2) Extraordinary Cost Increase Adjustment	<ul style="list-style-type: none"> • Revision – (see 2. I. Indexed Inflation Adjustment above) 	17
Section 11 Consolidated Annual Report	<ul style="list-style-type: none"> • Housekeeping – Language revised to reflect current practice. 	18
Section 12 Contracting Policies a. Contracting Process and (3) Initial Term (4) Earned Rights to Extension (b) Response Time Performance Exceeding Requirements Earned Rights to Extension (c) APC at or Below Maximum Allowed Earned Rights to Extension (e) Superior Cost Containment (5) Financial Basis for Extension.	<ul style="list-style-type: none"> • Housekeeping – Changing contract commencement dates • Housekeeping – Response time monitoring and enforcement is done by the District as the contract administrator not the MPD. • Revision – Deleted “significantly” and added “at, or” to encourage maximum use of allowed charges. • Revision – Deleted since redundant to (4) c • Revision – Reference definition of Indexed Inflation Adjustment definition. 	19 20 20 21 21
Section 14 Duration	<ul style="list-style-type: none"> • Housekeeping – Language based on EMS System Design Decision “Duration of Market Rights” 	22
Section 17 Notices	<ul style="list-style-type: none"> • Housekeeping – Delete Vancouver and add City of Woodland 	24
Section 22 Execution and Filing	<ul style="list-style-type: none"> • Housekeeping – Delete Vancouver and add City of Woodland 	25

EMS INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between Clark County (hereinafter the "County"), the cities of Battle Ground, La Center, Ridgefield, ~~and Vancouver~~ and Woodland (hereinafter, "Cities"), and Clark County Emergency Medical Services District #2 (hereinafter, the "District") by which the parties agree to establish and participate in (1) a cooperative and uniform system of Emergency Medical Services (EMS) regulation and (2) ambulance service group purchasing through competitive procurement processes, which such systems of regulation and group purchasing shall be open to such other jurisdictions ~~as~~ that choose to participate through this agreement. This agreement replaces and supersedes the EMS Interlocal Cooperation Agreement entered into between the County, District, and Vancouver, on March 20 1995; and the Addenda adding the City Battle Ground on March 11, 1997, the City of Ridgefield January 30, 1996, and the City of La Center April 22, 2003; Memorandum of Understanding extending the EMS Interlocal Cooperation Agreement from June 30, 2010 to September 30, 2014; and Memorandum of Understanding extending the EMS Interlocal Cooperation Agreement from September 30, 2014 to December 31, 2014.

WHEREAS, the County, the Cities, and the District entered into an Interlocal EMS Agreement through which the County administered the Cities' and Clark County's Uniform

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EXHIBIT A

1 EMS Ordinances, and the District awarded an ambulance services contract which expires

2 at midnight, ~~July 1, 2004~~December 31, 2014; and

3 WHEREAS, the County, the Cities, and the District desire to modify the existing
4 Interlocal EMS Agreement to address their EMS regulatory and ambulance group
5 purchasing needs as established under the original agreement and ordinances, and
6 reaffirmed in the ~~2004-2014~~ EMS System Design Decisions; and

7 WHEREAS, the parties find as a fact that whenever two or more contiguous local
8 jurisdictions share the same EMS system, a decision by one jurisdiction with regard to the
9 EMS service system unavoidably impacts the cost and/or quality of health care in the
10 other jurisdictions served by the same system; and

11 WHEREAS, Clark County and the Cities find as a fact that it is in the best interests
12 of the health and safety of the public to prescribe and enforce uniform standards for
13 provision of EMS services throughout their jurisdictions and have therefore each adopted
14 an ordinance, that is substantially similar to the Uniform EMS Ordinance attached as
15 Exhibit A, which supplements and exceeds state laws and regulations; and

16 WHEREAS, the County, District, and the Cities for the reasons set forth in the
17 Uniform EMS Ordinance, as amended, and in the supporting reports and legislative
18 findings thereto, find as a fact that it is in the best interests of the health and safety of the
19 public to utilize their combined and/or complementary authority to award to a single
20 provider the exclusive right and obligation to respond to all medical requests originating
21 within the ambulance Contract Service Area;

1 NOW, THEREFORE,

2 THE PARTIES AGREE AS FOLLOWS:

3 1. PURPOSES.

4 The purposes of this agreement are:

5 a. To enable the Cities and the County to exercise uniform
6 regulatory oversight over EMS in the Regulated Service Area;

7 b. To enable the Cities and the District to participate in group
8 purchasing of ambulance services for the Contract Service Area so as to enable the
9 residents within the boundaries of the Contract Service Area to benefit from large scale
10 buying power, economies of scale and superior disaster response capabilities; and

11 c. To establish a process for other jurisdictions to become
12 participants in this agreement.

13 2. DEFINITIONS.

14 Unless a different meaning is plainly required by the context, words and
15 phrases used in this agreement shall have the meanings attributed to them in R.C.W.
16 18.73.030, the Uniform EMS Ordinance, attached as Exhibit A to this agreement, or in
17 this section; provided that in case of any conflict, the Uniform EMS Ordinance shall
18 control:

19 a. "Ambulance Service Contractor" or "Contractor" means the
20 private or public entity that is under exclusive contract with the District to respond to all
21 medical requests originating within the Contract Service Area.

b. "Annual Inflation Adjustment" ~~or "Indexed Inflation~~

~~Adjustment"~~ means the annually computed maximum upward adjustment to the Average Patient Charge based upon the ~~GPI (national)~~Indexed Inflation Adjustment provisions established herein which, when approved by the EMS Administrative Board, and implemented in whole or part by the Ambulance Service Contractor, shall serve as the basis for any upward adjustment to the Average Patient Charge for the following contract year.

c. "Average Patient Charge" or "APC" means the average

charge established in the ambulance contract; with actual Contractor performance measured by gross revenues for the transport of patients divided by the total number of patients transported (one-way) subject to rate regulations established under the Contract.

d. "Class A Default" means those contractual defaults by the

Ambulance Services Contractor which may be grounds under the Ambulance Services Contract for the District to invoke the take over provisions of the contract.

~~e. "Class B Default" means those contractual defaults by the Ambulance Services Contractor other than Class A Defaults.~~

ef. "Contract Service Area" means the combined geographic

area within the corporate limits of the Cities and within the portions of unincorporated Clark County defined in the Ambulance Service Agreement, and within any other jurisdictions which participate in this agreement for the purpose of group purchasing of ambulance services.

1 f. "Contract Violation" means whenever the Contractor has
2 failed to perform in accordance with the provisions of the Contract, other than a default or
3 those instances when the ambulance response time exceeds beyond the applicable
4 response time standard.

5 ~~g. "Consumer Price Index" or "CPI" means the Consumer Price~~
6 ~~Index for All Urban Consumers (CPI-U) U.S. City Average (1982-84=100) as maintained~~
7 ~~by the United States Department of Labor.~~

8 hg. "EMS Interlocal Cooperative" or "Cooperative" means the
9 collective group of governmental jurisdictions which participate in this agreement.

10 ih. "EMS System" means that network of individuals,
11 organizations, facilities and equipment whose participation is required to generate a
12 clinically-appropriate, pre-planned system-wide response to each request for ~~prehospital~~
13 ~~out of hospital~~ care and/or ~~interfacility-ambulance~~ transport, so as to provide each patient
14 the best possible chance of survival without disability, given available financial resources
15 and the state-of-the-art of EMS technology.

16 ji. "Extraordinary Cost Increase Adjustment" means a
17 temporary, but renewable increase in the Average Patient Charge and Maximum Patient
18 Charge, -other than the scheduled Annual Inflation Adjustment, which may be allowed by
19 the ~~EMS Administrative Board~~District to offset: ~~the Ambulance Service Contractor's 1)~~
20 costs for certain factors of production; ~~which may escalate more rapidly than the CPI~~or 2)
21 ~~changes in insurance payor mix; or 3) changes in insurance reimbursement rates all of~~

1 which are beyond the Contractor's control and have escalated more rapidly than the
2 Annual Inflation Adjustment.

3
4 **kj.** "Externally-Imposed Upgrade Adjustment" means a negotiated
5 adjustment to the Average Patient Charge and Maximum Patient Charge to offset the
6 reasonable and actual amortized marginal costs of implementing externally imposed
7 upgrades to the system standard of care required of the Ambulance Service Contractor
8 by the Medical Program Director, or under applicable federal, state, or local laws, rules
9 and regulations.

10 **kl.** "Franchise Model" means an EMS business structure in
11 which a contracted organization serves as the retail provider of ambulance services, and
12 owns or controls most or all essential factors of production including operating licenses
13 and permits, third-party reimbursement provider numbers, patient accounts receivable,
14 and other factors of production. Under a "franchise model," the ambulance services
15 contractor controls the patient accounts management process, and is compensated by
16 way of such fee-for-service revenues as may be realized from the sale of ambulance
17 services.

18 **ml.** "Indexed Inflation Adjustment" means the average of the
19 percentage changes of the US Medical Care Services and the Portland-Salem All Costs
20 Items cost of living indexes published by the US Department of Labor over the most
21 recent 12-month period for which published figures are then available.

1
2 _____ m. "Maximum Patient Charge " or "MPC" means the maximum
3 per patient charge permitted by the Ambulance Service Contract subject to rate
4 regulations established under the Contract.

5 n. "Upgrade Reserve" means the funds contractually committed
6 by the Ambulance Service Contractor solely for purpose of funding such upgrades to the
7 System Standard of Care and as may be periodically authorized from time-to-time under
8 the Uniform EMS Ordinance. To the extent that the actual and reasonable costs of such
9 upgrade do not exceed the then-remaining balance of the Upgrade Reserve, the
10 Ambulance Service Contractor shall not be eligible for and Extraordinary Adjustment to
11 the Uniform Schedule of Subsidy/Price Options.

12 3. PARTICIPATION.

13 The parties to this agreement are the Cities, Clark County and the District,
14 and shall be collectively referred to as the EMS Interlocal Cooperative. The County and
15 the Cities participate in the Cooperative in their regulatory capacities for the purpose of
16 enforcing and administering the Uniform EMS Ordinance. The District and the Cities
17 participate in their capacities as public ambulance service providers for the purpose of
18 group purchasing of ambulance services. General purpose governmental jurisdictions
19 may join the Cooperative for the purpose of uniform regulation of the EMS system by
20 adopting an ordinance substantially similar to the Uniform EMS Ordinance and executing
21 an appropriate interlocal agreement with the County. Participation in the Cooperative for

1 purposes of group purchasing of ambulance services is open to other governmental units
2 which have independent authority to designate or contract for ambulance services and
3 which execute this agreement. Jurisdictions outside Clark County may participate for one
4 or both of the purposes of this agreement upon approval of Clark County, provided that
5 the County shall have previously consulted with the then-existing member jurisdictions,
6 the Medical Program Director, and the EMS Administrative Board.

7 4. UNIFORM EMS ORDINANCE.

8 Each participating jurisdiction shall adopt amendments to its ambulance
9 ordinance which substantially conforms to the revisions made to the Uniform EMS
10 Ordinance attached as Exhibit A.

11 5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

12 The District and the Cities shall retain the following powers:

13 a. Subsidy Options.

14 Each shall have the right to choose annually whether to reduce the
15 then-current Average Patient Charge or Maximum Patient Charge which may be charged
16 by the Ambulance Service Contractor for service originating within their respective
17 jurisdictions by subsidizing user fees. In such event, subsidy payments shall fully offset
18 user fees in accordance with a formula to be negotiated by the participating jurisdictions
19 and the District.

20 b. Uniform Quality of Care.

1 Each shall be entitled to receive a uniform quality of prehospital EMS
2 care as established in the then-current System Standard of Care, externally monitored
3 and enforced by the Medical Program Director- based on the delegated duties and
4 responsibilities as defined by state legislation and the professional services contract
5 between the Medical Program Director and County.

6 c. Uniform Charges

7 The Average Patient Charge and Maximum Patient Charge shall be
8 uniform throughout the Contract Service Area, subject to the provisions of Section 54(a)
9 of this Agreement.

10 d. No Ambulance Deployment Restrictions.

11 The Ambulance Service Contractor shall be prohibited from
12 contractually committing any of its ambulances to the exclusive benefit of any particular
13 jurisdiction, except under contract for short-term special events. The participating
14 jurisdictions shall have access to all resources of the Ambulance Service Contractor at
15 any given time, subject to fluctuations in consumer demand for service, weather
16 conditions and disaster situations.

17 e. Response Time Reliability.

18 Each shall have the right to contractually enforceable response time
19 reliability standards, externally monitored and enforced by the ~~Medical Program Director~~
20 ~~and the~~ District, provided that response time standards under the ambulance contract
21 may vary according to population density, location of hospitals, arterial road circulation,

1 and natural and man made barriers. In order to ensure maximum reliability, such
2 monitoring shall include state of the art technology and independent cross checking.

3 f. Contract Commitments.

4 Each shall be entitled to receive the service commitments made by
5 the Ambulance Contractor, monitored by the EMS Administrative Board and enforced by
6 the District.

7 | 6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

8 Clark County is hereby designated as the Regulatory Administrator of the
9 EMS regulatory program established under the Uniform EMS Ordinance as adopted by
10 any party hereto. As Regulatory Administrator, Clark County shall have the authority and
11 responsibilities as set forth in such Ordinance and in particular shall:

12 a. Contract with the Medical Program Director to perform,
13 directly and/or through the Director's designates and support staff the duties and
14 responsibilities described in the Ordinance and this agreement;

15 b. Decide appeals from decisions of the Medical Program
16 | Director in accordance with the Ordinance either directly, or by means of appointment of
17 one or more administrative hearing examiners;

18 c. Enter into agreements with Clark Regional Emergency
19 Services Agency as are necessary to carry out the regulatory provisions of the Uniform
20 EMS Ordinances and this Agreement.

d. Appoint the EMS Administrative Board established in the Ordinance, after the consultation with the Cities regarding such appointments;

e. At its option, review and determine in accordance with the Ordinance whether to approve, modify or deny any alteration in the System Standard of Care approved by the EMS Administrative Board;

f. Provide all necessary material and staff support for administration and regulation under the Uniform EMS Ordinances;

g. Budget and pay for the EMS regulatory and contract administration functions under this agreement from the County budget.

7 AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY EMS DISTRICT #2.

The Clark County EMS District #2 is hereby designated as the Contract Administrator for the Cities and such other municipalities and jurisdictions as may become participants in this agreement for purposes of group purchasing of ambulance services. As Contract Administrator, the District shall have the authority and responsibilities as follows:

a. Enter into agreements with Clark Regional Emergency Services Agency as are necessary to carry out the administrative provisions of the Uniform EMS Ordinances, this Agreement, and Ambulance Services Contract.

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EXHIBIT A

- 1 b. Provide all material and staff support to the EMS
2 Administrative Board necessary to carry out its duties;
- 3 c. Develop and administer through the EMS Administrative
4 Board a competitive process for procuring ambulance services for the Contract Service
5 Area in conformity with the contracting policies set forth in this agreement;
- 6 d. Conduct ongoing ambulance contract administration and
7 oversight through the EMS Administrative Board and the Medical Program Director;
- 8 e. Award an ambulance services contract based upon the
9 recommendation by the EMS Administrative Board; provided that the District reserves the
10 right to reject the recommendation of the EMS Administrative Board for good cause;
- 11 f. Determine, within 30 days of the approval by the EMS
12 Administrative Board of an Extraordinary Adjustment, whether to elect to review such
13 Extraordinary Adjustment in accordance with Section 9 (-b) of this agreement. Prior to
14 approving any such adjustments, the District shall ensure the Cities and other
15 participating jurisdictions have adequate opportunity for review and comment on any such
16 adjustments and that the Medical Program Director has reviewed and commented
17 concerning any Extraordinary Adjustments which impact patient care;
- 18 g. Review and determine whether to accept any
19 recommendation by the EMS Administrative Board for EMS system infrastructure
20 acquisition or financing;

1 h. Review and determine whether to accept any
 2 recommendation by the EMS Administrative Board regarding any proposed formula by a
 3 participating jurisdiction for a user fee subsidy pursuant to Section 54(a) of this
 4 Agreement;

5 i. Administer financial and budgeting functions necessary for
 6 the ambulance service contracting provisions of this agreement; and

7 j. Membership and Voting Rights of the EMS District #2 Board.
 8 To carry out the administrative duties established in Section 7, there is an EMS District #2
 9 Board established in the EMS District #2 Ordinance. The EMS District #2 Board shall
 10 consist of 3 persons, each of whom are delegated one vote consisting of the following
 11 members:

12 i. The two County Commissioners representing the
 13 unincorporated areas of Clark County EMS District #2; and

14 ii. One city council member appointed by the Clark
 15 County mayor's group representing the Cities of Battleground, LaCenter, Ridgefield and
 16 Woodland. The city representative shall change each year with the position alternating
 17 between the cities in alphabetical order commencing with the City of Battle Ground.
 18 Should a city decline its period of representation, the position shall go to the next city in
 19 line.

20
 21 8 EMS ADMINISTRATIVE BOARD

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EXHIBIT A

1 The EMS Administrative Board shall have the authority and the
2 responsibilities as set forth in the Uniform EMS Ordinance and shall serve as an advisory
3 board to the EMS District #2 Board and in particular shall:

4 a. Develop and administer a competitive process for procuring
5 ambulance services for the Contract Service Area in conformity with the contracting
6 policies set forth in this agreement, subject to confirmation by the District;

7 b. Review and approve the award of the ambulance service
8 contract, subject to confirmation by the District;

9 c. Issue declarations of ~~Class B defaults.~~ Issue declarations
10 of contract violations and -Class A defaults by the Ambulance Service Contractor, after
11 first giving the participating jurisdictions adequate opportunity for review and comment
12 and subject to later confirmation of such declarations by the District;

13 d. Evaluate and make recommendation to the District regarding
14 any proposed formula by any participating jurisdiction for a user fee subsidy pursuant to
15 Section 45(a) of this Agreement.

16 e. Determine the Annual or Indexed Inflation Adjustments, if any,
17 to the Average Patient Charge and/or Maximum Patient Charge as described in Section
18 89 (a) of this agreement;

19 f. Review and approve, modify, or deny proposals for
20 Extraordinary Cost Adjustments or Externally Imposed Upgrade Adjustments to the
21 ambulance service contract as described in Section 9-10 of this Agreement.; after first

giving the participating jurisdictions adequate opportunity for review and comment, and subject to confirmation by the District; and

g. Conduct ongoing ambulance contract administration and oversight, including evaluation of ambulance contractor performance and make recommendation for the award, subject to District confirmation, of up to three (3) earned, [two (2) year extensions] to be earned at the end of the second, forth and sixth years of the contract.

h. Membership and Voting Rights of the EMS Administrative Board. The EMS Administrative Board shall consist of five (5) community volunteers, none of whom are elected officials, serving three (3) year terms, each of whom are delegated one vote consisting of the following members:

i. One with expertise in the field of health care administration;

ii. One with expertise in the field of business and finance;

iii. One with expertise in the field of law

iv. One with expertise in the field of insurance; and

v. One with expertise in the field of health care administration, or business.

9 ADJUSTMENTS TO AVERAGE PATIENT CHARGE/MAXIMUM PATIENT CHARGE.

a. ~~Annual or Indexed~~ Inflation Adjustment

The Annual or Indexed Inflation Adjustment to the Average Patient

Charge and/or Maximum Patient Charge shall be ~~equal to the percentage increase in the Consumer Price Index (national) over the most recent 12-month period for which figures are then available~~ based upon the Annual or Indexed Inflation Adjustment defined herein.

The Ambulance Service Contractor may, at its option, accept all or a portion of the adjustment at the beginning of the next contract year. The EMS Administrative Board shall be responsible for calculating the ~~Annual Indexed~~ Inflation Adjustment not less than sixty (60) days before the commencement date of the next contract year.

b. Local Subsidy Review

Immediately following approval of the Annual or Indexed Inflation Adjustment, the EMS Administrative Board shall solicit from the parties to this agreement, their separate proposals pursuant to Section 54(a) of this agreement for their respective jurisdictions as to whether the upward adjustment shall be funded through increased user fees or through governmental subsidies, or by a combination of both. If no action is taken by a party within 30 days of written notice from the District of the proposed Annual Indexed Inflation Adjustment, the increased price for services by the Ambulance Service Contractor within that party's political boundaries shall be applied by the District entirely to user fees.

10 EXTRAORDINARY ADJUSTMENTS.

a. Types of Extraordinary Adjustments/Criteria.

1 The Ambulance Service Contractor may from time-to-time apply to
2 the EMS Administrative Board for either or both of two types of Extraordinary
3 Adjustments:

4 (1) Externally-Imposed Upgrade Adjustment.

5 The EMS Administrative Board may review and approve,
6 subject to confirmation by the District, an Externally-Imposed Upgrade Adjustment to
7 offset the reasonable and actual amortized marginal costs of implementing and
8 maintaining externally imposed upgrades required by the Medical Program Director, or
9 pursuant to applicable federal, state, or local laws, rules or regulations, subject to the
10 limitations and conditions set forth in the Ambulance Services Contract. In the event that
11 the EMS Administrative Board finds that the cost of the proposed Upgrade Adjustment
12 will exceed the Upgrade Reserve balance, it may approve, modify or deny the requested
13 adjustment.

14 (2) Extraordinary Cost Increase Adjustment.

15 The EMS Administrative Board may review and approve,
16 subject to confirmation by the District, Extraordinary Cost Increase Adjustments, ~~based~~
17 ~~upon increases in the Contractor's costs of production which are more rapid than the~~
18 ~~economy as a whole as reflected in the CPI.~~ The EMS Administrative Board shall review
19 the Contractor's request for an Extraordinary Cost Increase Adjustment according to the
20 definition established in this Agreement and the criteria set forth in the Ambulance
21 Services Contract and approve, modify or deny the requested adjustment.

b. Review/Comment/Confirmation.

No Extraordinary Adjustments to the Average Patient Charge or Maximum Patient Charge shall become final and effective until thirty (30) days after its approval by the EMS Administrative Board, during which time: (1) the participating parties to this agreement shall have opportunity to review and comment on any such adjustment; (2) the Medical Program Director shall review and comment on any adjustment which in his or her opinion may have an impact on patient care; and (3) the District may elect to review and approve, modify, or disapprove such adjustment. Absent such election, the adjustment shall become final.

11. CONSOLIDATED ANNUAL REPORT.

The ~~District~~ EMS Administrative Board shall present to ~~the~~ parties to this agreement an annual consolidated report on EMS addressing the following:

a. An accounting of the user-fees charged, and subsidies paid (if any) for services rendered by the Ambulance Service Contractor, as necessary to ensure ongoing compliance with the financial requirements of the Ambulance Service Contract and the subsidy policies established by the governing body of each participating jurisdiction; and

b. A report from the Medical Program Director and Clark Regional Emergency Services Agency evaluating the EMS system's clinical and response time performance, improvements made and problems encountered during the previous year and a forecast of improvements and problems anticipated during the following year.

1 12. CONTRACTING POLICIES. The ambulance service contracts
2 awarded pursuant to this agreement shall be governed by the following basic policies:

3 a. Contracting Process.

4 There shall be awarded commencing ~~July 1, 2004~~January 1, 2015,
5 an ambulance contract consistent with the following:

6 (1) Business Structure.

7 The business structure within which the ambulance services
8 contract shall operate shall incorporate the Franchise Model.

9 (2) Type of Contract.

10 The ambulance services contract shall be a performance-
11 based (i.e. not a level-of-effort) contract with a fixed-price (i.e. not a cost reimbursable)
12 provision, subject to a reasonable adjustment for the inflation, mandatory improvements
13 in the System Standard of Care, and Extraordinary Adjustments resulting from causes
14 beyond the contractor's reasonable control.

15 (3) Initial Term.

16 The initial term of the long-term ambulance services contract
17 shall be six years, to commence midnight ~~July 1, 2004~~January 1, 2015.

18 (4) Earned Rights to Extension.

19 The EMS Administrative Board may elect to award, and the
20 District may negotiate, up to three (3) additional [two (2) year earned extensions] on a

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EXHIBIT A

"rolling basis" at the end of the second, fourth and sixth contract years, subject to the following requirements:

(a) Clinical Performance Exceeding Contract Requirements. A finding by the Medical Program Director that the clinical performance of the contractor has, in general, exceeded the minimum requirements set forth in the ambulance services contract and in the System Standard of Care;

(b) Response Time Performance Exceeding Contract Requirements. ~~A finding by the Medical Program Director~~ that the response time performance of the contractor has, in general, exceeded the minimum requirements set forth in the ambulance services contract. The method of measurement used to determine response time performance exceeding contract requirements shall be the total number of compliant responses (numerator) divided by the total number of responses (denominator) during the contract year. To exceed the requirements, the contractor shall meet, or exceed ninety percent (90%) for each cell type using the above method of measurement for each contract year being evaluated.

(c) Average Patient Charge at, or Below Maximum Allowed. Excluding Extraordinary Adjustments to the Average Patient Charge and/or Maximum Patient Charge, the previous two years Annual Audited Report showing the actual Average Patient Charge ~~significantly at, or~~ below the allowed Maximum Patient Charge.

(d) Substantial and Consistent Compliance.

_____ Finding by the EMS Administrative Board that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations and the performance requirements of the Ambulance Services Contract.

~~_____ (e) Superior Cost Containment. Excluding Extraordinary Adjustments to the Average Patient Charge and/or the Maximum Patient Charge, the cumulative rate of inflation in the cost of service (user fees and subsidies combined) must not be greater than the Consumer Price Index over the entire contracting period for which published figures are available.~~

(f) Market Review.

_____ A finding by the EMS Administrative Board, after review of other high performance EMS systems, that reopening competition for the contract would not likely result in substantial cost savings or service improvements in comparison to costs and service levels of other high performance EMS systems.

(5) Financial Basis for Extension.

In the event such extension is earned, the District may negotiate the inflation-basis of extension pricing ~~(i.e. the extended contract's initial allowed Average Patient Charge)~~ shall reflect an increase in costs not exceeding the Consumer Price Index cumulative over the entire historical contracting period then to date. based on the Annual, or Indexed Inflation Adjustment as defined in Section 2. I.

13. FINANCING.

Ambulance services provided by the Ambulance Service Contractor and administrative costs of the County and District shall be funded from user fees unless individual jurisdictions which are parties to this agreement elect to subsidize the cost of such services pursuant to Section 45(a) of this Agreement.

14. DURATION.

This agreement shall remain in full force and effect for an initial term of six (6) years from its effective date until midnight, ~~June 30, 2010~~December 31, 2020, with the option of three (3) additional [two (2) year] extensions resulting in a duration not to exceed midnight, ~~June 30, 2016~~December 31, 2026, subject to the provisions of Section 154 of this Agreement.

15. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

a. This agreement may be terminated, modified or extended at any time as agreed by all the parties in writing, within 60 days of the occurrence of any of the following events, and upon not less than 30 days written notice to the other parties, any party may unilaterally withdraw from their participation in this agreement with or without cause and without penalty:

(1) The Contractor's actual Average Patient Charge increases by more than 10 percent during any given contract year.

(2) The recommendation by the EMS Administrative Board, adopted by the District, to take over the ambulance service as provided in the Ambulance Service Contract or to terminate the long term Ambulance Services Contract.

16. INTERLOCAL COOPERATION ACT COMPLIANCE.

This is an agreement entered into under Chapter 39.34, R.C.W. Its duration is as specified in Section 143. The organization, composition and nature of the EMS Administrative Board is as specified in Section 7-8 and by the Uniform EMS Ordinance attached as Exhibit A to this agreement. Its provision for a regulatory administrator is as specified in Section 65. Its provision for a contract administrator is as Section 76. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Sections 6, 75 and 132. Its termination is as described in Section 154.

17. NOTICES.

Notices required to be given under the terms of this agreement shall be directed to the following unless all parties are otherwise notified in writing:

Clark County and District:

City of La Center:

County Administrator
Clark County
P.O. Box 5000
1013 Franklin
Vancouver, Washington 98660

City Mayor
City of La Center
214 East Fourth Street
La Center, WA 98629

09/23/13

EXHIBIT A

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City of Battle Ground:

City Manager
City of Battle Ground
PO Box 37
Battle Ground, WA 98604

City of Ridgefield:

City Manager
City of Ridgefield
P.O. Box 608
Ridgefield, WA 98642

City of ~~Vancouver~~Woodland:

City ~~Manager~~Mayor
City of ~~Vancouver~~Woodland
~~P.O. Box 1995~~230 Davidson Avenue
~~213 E. 13th Street~~Woodland, WA 98674
~~Vancouver, Washington 98668-1995~~

09/23/13

EXHIBIT A

18. ENTIRETY.

This document with its listed and attached Exhibit(s) constitutes the entire agreement of the parties.

19. SEVERABILITY.

If any section of this agreement is held by a court to be invalid such action shall not effect the validity of any other part of the agreement.

20. EFFECTIVE DATE.

This agreement shall go into effect on January 1, 2015, among and between the parties ~~upon contingent on~~ its execution by each of the parties, as evidenced by the signatures and dates affixed below.

21. RATIFICATION.

Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.

22. EXECUTION AND FILING.

The parties agree that there shall be multiple original signature pages to this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Board of County Commissioners, which shall file an executed original of this Agreement with the Clark County Auditor. The Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ___ day of _____, 2013~~04~~.

09/23/13

EXHIBIT A

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CITY OF BATTLE GROUND

Attest:

John Williams, Mayor
City Manager

, City Clerk

Approved as to form:

, City Attorney

CITY OF LA CENTER

Attest:

Jim Irish, Mayor

, City Clerk

Approved as to form:

, City Attorney

CITY OF RIDGEFIELD

Attest:

Phil Messina, Mayor
City Manager

, City Clerk

Approved as to form:

, City Attorney

09/23/13

EXHIBIT A

CITY OF ~~VANGOUVER~~ WOODLAND

Attest:

Grover Laseke, Mayor

_____, City Clerk

Approved as to form:

_____, City Attorney

CLARK COUNTY EMS DISTRICT #2 Attest:

Steve Stuart, Chair

_____, Clerk to the Board

Approved as to form:

_____, Chief Civil Deputy
Prosecuting Attorney

CLARK COUNTY

Attest:

Steve Stuart, Chair

_____, Clerk to the Board

Approved as to form:

_____, Chief Civil Deputy
Prosecuting Attorney