

**CLARK COUNTY EMS DISTRICT #2
STAFF REPORT**



DEPARTMENT: Clark Regional Emergency Services Agency – EMS Program

DATE: December 16, 2014

REQUEST: Approve the EMS Interlocal Cooperation Agreement between Clark County EMS District #2 and the Participating Jurisdictions

BACKGROUND: On October 28, 2014, the EMS District #2 Board (District) approved the development of an Interlocal Agreement (Agreement) between the District and the City of Vancouver (Vancouver) that delegates the District’s ambulance contract administrative authority and appropriate county EMS regulatory authority to Vancouver. This action was taken following Clark County and the Cities of Battle Ground, LaCenter, Ridgefield and Woodland (Participating Jurisdictions) approving the District to negotiate on their respective behalves for ambulance service.

On November 19, 2014, the Clark County Prosecuting Attorney’s (PA’s) Office requested the Participating Jurisdictions sign an Inter-local Agreement (ILA) that: (1) affirms each jurisdiction’s inclusion within the District for purposes of contracting for ambulance service; (2) approves the District negotiating and entering into an agreement with the City of Vancouver on behalf of each jurisdiction wherein the District delegates its authority to contract for exclusive ambulance service within each jurisdiction; and (3) requires that each jurisdiction will adopt an amended Uniform EMS ordinance (See Attachment 1). This ILA replaces the one signed on October 29, 2013.

COMMUNITY OUTREACH: The 2014 EMS System Design 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. Some of these Decisions were changed as a result of the Vancouver RFP and resulting ambulance contract. All Participating Jurisdictions were advised of these changes on August 21, 2014, and were asked to respond with any concerns or issues with these changes by September 22, 2014. No concerns were received.

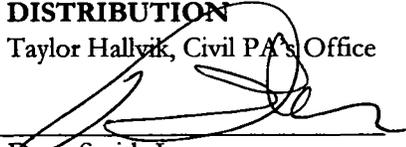
BUDGET AND POLICY IMPLICATIONS: The County’s EMS regulatory authority and the District’s contract administrative authority will need to be delegated to Vancouver in a revised Interlocal Agreement. This delegation is necessary based on: 1) Vancouver’s withdrawal from the District at the conclusion of the current EMS Interlocal Agreement on December 31, 2014; 2) the District being unable to support a contract for ambulance service apart from Vancouver; 3) the District’s letter of intent requesting the City of Vancouver administer the next ambulance contract on behalf of the District; 4) Vancouver’s RFP and resulting ambulance contract delegating such contract management and regulatory authority to Vancouver; and 5) Vancouver receiving funding by the ambulance contractor to provide such contract management and regulatory activities on behalf of the District.

This EMS regulatory administration by the County and ambulance contract administration by the District is also established in the Uniform EMS Ordinance originally adopted in 1990 (for Clark County, Ord. 1990-07-30) and amended in 1992, 1995 and 2003 (for Clark County, Ord. 1992-06-26, 1995-04-04 and 2003-04-23). This Ordinance is in the process of being repealed and replaced by a new Uniform EMS Ordinance.

ACTION REQUESTED: Approve the EMS Interlocal Cooperation Agreement between Clark County EMS District #2 and the Participating Jurisdictions.

DISTRIBUTION

Taylor Hallyik, Civil PA’s Office


Doug Smith-Lee
EMS Manager

Approved by: 
CLARK COUNTY EMS DISTRICT #2
BOARD

Date: 12-16-14
SR #: 283-14

Attachment: 1) EMS Interlocal Cooperation Agreement

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3 EMS INTERLOCAL COOPERATION AGREEMENT
45 ES 14-62
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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 "County"). Clark County
9 Emergency Medical Services District #2 (hereinafter "The District"), and the cities of Battle
10 Ground, La Center, Ridgefield, and Woodland (hereinafter "The Cities"), by which the
11 parties agree to modify and replace their October 29, 2013 EMS Interlocal Cooperation
12 Agreement to reflect the parties mutual desire to obtain exclusive ambulance service
13 through a contract administered by the City of Vancouver (an unsigned copy of the City of
14 Vancouver ambulance contract is attached as Exhibit A).

15 This Interlocal agreement will continue to authorize The District to contract for
16 exclusive ambulance services within Clark County and the Cities and will expressly
17 authorize The District to delegate this authority to the City of Vancouver. To this end, the
18 Cities and County authorize the District to negotiate and sign (on behalf of the Cities and
19 County) an Interlocal Agreement with the City of Vancouver which delegates the parties'
20 authority to contract for exclusive 911 and non-emergency ambulance service within their
21 jurisdictions. Further, this agreement will affirm the parties' agreement to engage in a
22 cooperative and uniform system of Emergency Medical Services (EMS) regulation by
23 agreeing to adopt a Uniform EMS Ordinance (attached as Exhibit B) that is drafted and
24 maintained by The County. Finally, reflecting the City of Vancouver's independent role as

1 the contracting party with its own contracting policies and contract oversight, this
2 agreement will revise and replace the October 29, 2013 EMS Interlocal Cooperation
3 Agreement as set forth below.

4 WHEREAS, the County, the Cities and the District entered into an EMS Interlocal
5 Agreement through which the County administered the Cities' and Clark County's Uniform
6 EMS Ordinance's, and the District awarded an exclusive 911 and non-emergency
7 ambulance contract which expires at midnight December 31, 2014.

8 WHEREAS, the City of Vancouver indicated its intent to separately contract for
9 exclusive 911 ambulance service and non-exclusive non-emergency ambulance service
10 within its jurisdiction beginning January 1, 2015.

11 WHEREAS, the County, the Cities, and the District executed the October 2013
12 EMS Interlocal Agreement to address their EMS regulatory and ambulance group
13 purchasing needs separately from the City of Vancouver as established under the original
14 agreement and ordinances and reaffirmed in the 2014 EMS System Design Decisions.

15 WHEREAS, the County, the Cities, and the District executed the October 2013
16 EMS Interlocal Agreement authorize the District to award a new exclusive 911 and non-
17 emergency ambulance contract beginning on January 1, 2015 that is independent and
18 separate from the City of Vancouver's contract.

19 WHEREAS, the County, the Cities, and the District have since discovered that
20 separately contracting for exclusive 911 and non-emergency service would result in
21 increases in patient costs and/or reductions in service.

1 WHEREAS, the County, the Cities and the District desire to reduce unnecessary
2 increases in patient costs and maintain adequate levels of service by capitalizing upon the
3 market and administrative efficiencies associated with receiving ambulance service under
4 a single ambulance contract.

5 WHEREAS, Clark County and the Cities find as a fact that it is in the best interests
6 of the health and safety of the public to prescribe and enforce uniform standards for
7 provision of EMS services throughout their jurisdictions and have therefore each adopted
8 an ordinance, that is substantially similar to the Uniform EMS Ordinance attached as
9 Exhibit B, which supplements state laws and regulations that also regulate the provision of
10 ambulance service in the State of Washington.

11 WHEREAS, the County, District and the Cities for the reason's set forth in the
12 Uniform EMS Ordinance, as amended, find as a fact that it is in the best interest of the
13 health and safety of the public to utilize their combined and/or complimentary authority to
14 authorize the District to negotiate and sign an Interlocal agreement with the City of
15 Vancouver to obtain exclusive 911 and non-emergency ambulance service from its
16 ambulance contractor within the County, District and the Cities beginning on January 1,
17 2015.

18 WHEREAS, the County, the Cities and the District desire to modify the existing
19 October 2013 EMS Interlocal Agreement to reflect their desire to participate in and receive
20 exclusive 911 and non-emergency ambulance service from a contract negotiated and
21 administered by the City of Vancouver.

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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES.

The purposes of this agreement are:

- a. To enable the Cities and the County to exercise uniform regulatory oversight over EMS in the Regulatory Service Area;
- b. To enable the Cities and the District to participate in group purchasing of ambulance services for the Contract Service Area so as to enable the residents within the boundaries of the Contract Service Area to benefit from large scale buying power, economies of scale and superior disaster response capabilities; and
- c. To establish a process for other jurisdictions to become participants in this agreement.
- d. The above recitals are hereby adopted as findings in support of this agreement.

2. DEFINITIONS.

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

1 a. "Ambulance Rates" means the Ambulance Service
2 Contractor's charges to patients as established in the contract between the City of
3 Vancouver and Contractor.

4 b. "Ambulance Service Contractor" or "Contractor" means the
5 private or public entity that is under exclusive contract with the District to respond to all
6 medical requests originating within the Contract Service Area.

7 c. "Annual Inflation Adjustment" means the annually computed
8 maximum upward adjustment to the ambulance rates based on the provisions established
9 in the contract between the City of Vancouver and Ambulance Service Contractor.

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

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

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

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

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

9 i. "Extraordinary Cost Increase Adjustment" means a temporary,
10 but renewable increase in Ambulance Service Contractor's charges to patients as
11 established in the contract between the City of Vancouver and Contractor, other than the
12 scheduled Annual Inflation Adjustment, which may be allowed by the City of Vancouver to
13 offset: 1) costs for certain factors of production; or 2) changes in insurance payor mix; or 3)
14 changes in insurance reimbursement rates all of which are beyond the Contractor's control
15 and have escalated more rapidly than the Annual Inflation Adjustment.

16 j. "Externally-Imposed Upgrade Adjustment" means a negotiated
17 adjustment to the Ambulance Service Contractor's charges to patients as established in
18 the contract between the City of Vancouver and Contractor to offset the reasonable and
19 actual amortized marginal costs of implementing externally imposed upgrades to the
20 system standard of care required of the Ambulance Service Contractor by the Medical
21 Program Director, or under applicable federal, state, or local laws, rules and regulations.

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

8 l. "Indexed Inflation Adjustment" means the indices used to
9 calculated the Annual Inflation Adjustment as established in the contract between the City
10 of Vancouver and Ambulance Service Contractor

11 3. PARTICIPATION.

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

1 which have independent authority to designate or contract for ambulance services and
2 which execute this agreement. Jurisdictions outside Clark County may participate for one
3 or both of the purposes of this agreement upon approval of Clark County, provided that the
4 County shall have previously consulted with the then-existing member jurisdictions.

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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 B.

11 5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

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

13 a. Changes to Level of Service Option.

14 As provided by the contract between the City of Vancouver and the
15 ambulance service provider (attached as Exhibit A), the ambulance service provider has
16 agreed to discuss and consider a request by any party in the contract service area to
17 pursue a changed level of service, with no adverse impacts to the City of Vancouver or the
18 remaining parties in the contract service area. Any decision to provide a changed level of
19 service to any party must be pre-approved in writing by the City of Vancouver.

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 and
3 enforced by the Medical Program Director based on the delegated duties and
4 responsibilities as defined by state legislation.

5 c. Uniform Charges

6 The Ambulance Rates shall be uniform throughout the Contract
7 Service Area, subject to the provisions of Section 5(a) of this Agreement.

8 d. No Ambulance Deployment Restrictions.

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

15 e. Response Time Reliability.

16 Each shall have the right to contractually enforceable response time
17 reliability standards, externally monitored and enforced by the City of Vancouver, provided
18 that response time standards under the ambulance contract may vary according to
19 contract established between the City of Vancouver and Ambulance Services Contractor.
20 In order to ensure maximum reliability, such monitoring shall include state of the art
21 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.

4 6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

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

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

11 b Budget and pay for the EMS regulatory functions under this
12 agreement from the County budget.

13 7 AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY EMS
14 DISTRICT #2.

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

20 a. EMS District #2 shall have the authority and responsibility to
21 negotiate and enter into interlocal agreements with the City of Vancouver on behalf of the

1 Cities, County and the District to receive exclusive 911 and non-emergency ambulance
2 service within the boundaries of the Cities, County and District pursuant to the terms of a
3 competitively bid ambulance service contract awarded by the City of Vancouver according
4 to its contracting policies and procedures. An unsigned copy of the City of Vancouver's
5 competitively bid ambulance contract from which service will be provided to the parties is
6 attached hereto as Exhibit A.

7 b. Membership and Voting Rights of the EMS District #2 Board.

8 The EMS District #2 Board in effect at under the existing Interlocal Agreement (expiring
9 December 31, 2014) shall have the authority to negotiate and enter into an Interlocal
10 Agreement with the City of Vancouver for exclusive ambulance service pursuant the
11 authority conveyed in this agreement and consistent with Section 7a until midnight on
12 December 31, 2014. To carry out the administrative duties established in Section 7a
13 beginning on January 1, 2015, there shall be a new EMS District #2 Board established in
14 the EMS District #2 Ordinance. The EMS District #2 Board shall consist of 3 persons,
15 each of whom are delegated one vote consisting of the following members:

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

18 (2) One city council member appointed by the Clark
19 County mayor's group representing the Cities of Battleground, LaCenter, Ridgefield and
20 Woodland. The city representative shall change each year with the position alternating
21 between the cities in alphabetical order commencing with the City of Battle Ground.

1 Should a city decline its period of representation, the position shall go to the next city in
2 line.

3 8. EXTRAORDINARY COST INCREASE ADJUSTMENT

4 The City of Vancouver may review and approve extraordinary cost increase
5 adjustments pursuant to the terms of its contract with the ambulance service provider. A
6 copy of this contract and appendices is attached as Exhibit A to this agreement.

7 9. CONSOLIDATED ANNUAL REPORT.

8 The City of Vancouver shall present to the district a annual consolidated
9 report consistent with the terms of an Interlocal agreement to negotiated and executed
10 between the District and the City of Vancouver.

11 10. CONTRACTING POLICIES. The ambulance service contracts
12 awarded pursuant to the authority delegated by the Cities, County and District to the City
13 of Vancouver shall be governed by the following basic policies:

14 a. Contracting Process.

15 There shall be awarded commencing January 1, 2015, an ambulance
16 contract consistent with the following:

17 (1) Business Structure.

18 The business structure within which the ambulance services
19 contract shall operate shall incorporate the Franchise Model.

20 (2) Type of Contract.

1 The ambulance services contract shall be a performance-
2 based (i.e. not a level-of-effort) contract with initially established Ambulance Rates
3 provision, subject to a reasonable adjustment for the inflation, mandatory improvements in
4 the System Standard of Care, and Extraordinary Adjustments resulting from causes
5 beyond the contractor's reasonable control.

6 (3) Initial Term.

7 The initial term of the long-term ambulance services contract
8 shall be five years, to commence midnight January 1, 2015.

9 (4) Earned Rights to Extension.

10 The City of Vancouver may elect to award, and the City of
11 Vancouver may negotiate, a five year extension subject to the provisions established in the
12 ambulance contract between the City of Vancouver and the Ambulance Contractor.

13 11. FINANCING.

14 Ambulance services provided by the Ambulance Service Contractor and
15 administrative costs of the City of Vancouver shall be funded from user fees unless
16 individual jurisdictions which are parties to this agreement elect to subsidize the cost of
17 such services pursuant to Section 5(a) of this Agreement.

18 12. DURATION.

19 This agreement shall remain in full force and effect for an initial term of five
20 (5) years from its effective date until midnight, December 31, 2020, with the option an

1 additional 2 or 3 year extensions resulting in a duration not to exceed midnight, December
2 31, 2025, subject to the provisions of Section 13 of this Agreement.

3 13. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

4 a. This agreement may be modified or extended at any time as
5 agreed by all the parties in writing to make regulatory changes or modifications or to clarify
6 the terms of this agreement.

7 b. No party may withdraw from this agreement during the initial
8 term of this agreement, ending December 31, 2020.

9 c. Notice of intent to withdraw from this agreement following the
10 initial term of this agreement must be provided at least 19 months in advance of December
11 31, 2020.

12 d. Notice of intent to withdraw from this agreement following one
13 of the optional extension terms of this agreement must be provided 19 months in advance
14 of the expiration of that term.

15 14. INTERLOCAL COOPERATION ACT COMPLIANCE.

16 This is an agreement entered into under Chapter 39.34, R.C.W. Its duration
17 is as specified in Section 12. The organization, composition and nature of the EMS District
18 #2 Board is as specified in Section 7 and by the Uniform EMS Ordinance attached as
19 Exhibit B to this agreement. Its provision for a regulatory administrator is as specified in
20 Section 6. Its provision for a contract administrator is as Section 7. Its purposes are as

1 described in Section 1. Its manner of financing and budgeting is as described in Sections
2 6 and 11. Its termination is as described in Section 13.

3 15. NOTICES.

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

6 Clark County and District:

7 County Administrator
8 Clark County
9 P.O. Box 5000
10 1013 Franklin
11 Vancouver, Washington 98660

City of La Center:

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

14 City of Battle Ground:

15 City Manager
16 City of Battle Ground
17 PO Box 37
18 Battle Ground, WA 98604

City of Ridgefield:

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

21 City of Woodland:

22 City Mayor
23 City of Woodland
24 230 Davidson Avenue
25 Woodland, WA 98674

28 16. ENTIRETY.

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

31 17. SEVERABILITY.

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

3 18. EFFECTIVE DATE.

4 This agreement shall go into effect on December 15, 2014, among and
5 between the parties contingent on its execution by each of the parties, as evidenced by
6 the signatures and dates affixed below.

7 19. RATIFICATION.

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

10 20. EXECUTION AND FILING.

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

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19 DATED this ___ day of _____, 2014.

20 CITY OF BATTLE GROUND

Attest:

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John Williams, City Manager

, City Clerk

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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:

Steve Stuart, City Manager
Approved as to form:

, City Clerk

, City Attorney

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CITY OF WOODLAND

Attest:

Grover Laseke, City Mayor
Approved as to form:

, City Clerk

, City Attorney

CLARK COUNTY EMS DISTRICT #2 Attest:

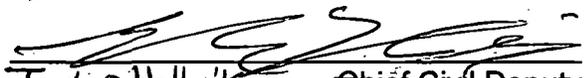


Tom Mielke, Chair



, Clerk to the Board

Approved as to form:



Taylor Hallvik, Chief Civil Deputy
Prosecuting Attorney

CLARK COUNTY

Attest:

Tom Mielke, Chair

, Clerk to the Board

Approved as to form:

, Chief Civil Deputy
Prosecuting Attorney