

INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

Between Whatcom County and Whatcom Fire Protection District No. 7

This Interlocal Agreement for Advanced Life Support Services ("Agreement") is made and entered into by and between WHATCOM COUNTY, a municipal corporation (the "County"), and the WHATCOM FIRE PROTECTION DISTRICT NO. 7 ("District 7"), collectively the "Parties".

RECITALS

WHEREAS, emergency medical services ("EMS"), including basic life support ("BLS") and advanced life support ("ALS"), are provided in Whatcom County through a unified and coordinated regional partnership between Whatcom County, as administrator, and the fire districts and city fire departments across the county that employ emergency medical technicians and paramedics; and

WHEREAS, the County, District 7, and the City of Bellingham ("the City") are parties to that certain Interlocal Agreement for Advanced Life Support Services, dated December 18, 2017 (County Contract #201711026; City Contract #2017-0691) ("Current ALS Contract"), which is funded by the voter-approved, six-year (2017-2022) property tax levy for county-wide EMS services; and

WHEREAS, in November 2022 voters approved a second, six-year levy (2023-2028) for countywide EMS services, with funds to be disbursed by the County to service providers pursuant to interlocal agreement; and

WHEREAS, the County, City, and District 7 desire to replace the Current ALS Contract with two separate but related ALS service contracts: one between the County and the City and one between the County and District 7; and

WHEREAS, in adopting this new ALS service Agreement, the County and District 7 further desire to expand its scope to cover certain ALS services that were previously contracted for under separate agreements, including paramedic training and community paramedic services; and

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations

contained herein, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE AND VALUES STATEMENT

The purpose of this Interlocal Agreement between Whatcom County and District 7 (collectively the "Parties") is to provide the most efficient, effective and equitable delivery of ALS services to all community members covered by this Agreement. To this end, the Parties acknowledge and recognize that the provision of ALS services, can play a vital role in identifying and reducing health disparities through educational, operational, and quality improvement interventions. By entering into this Agreement, the Parties acknowledge the unequivocal need for an equitable ALS system that provides access to care, quality of care, and outcomes that are not determined by age, race, socioeconomic status, gender, ethnicity, or other social determinants. Further, the Parties are committed to diversity, inclusion and accessibility as fundamental values in the provision of those ALS Services provided for under this Agreement and will strive to ensure ALS delivery strategies, practices and initiatives uphold and promote these values.

2. DEFINITIONS AND EXHIBITS:

DEFINITIONS:

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

"ALS Services" are limited to those services identified in the Scope of Work attached hereto as Exhibit A, and those services added to the Scope of Work by written contract modification to this Agreement.

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

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

"Community EMT" means an EMT who provides patient care within their scope of practice while facilitating patient use of, and integration with, social and medical support services with a primary

goal of decreasing non-emergent use of 911 by high utilizers.

“Community Paramedic” means a Paramedic who provides patient care within their scope of practice while facilitating patient use of, and integration with, social and medical support services with a primary goal of decreasing non-emergent use of 911 by high utilizers.

“Community Paramedic Captain” means a Paramedic who is a Paramedic supervisor with administrative responsibilities to the CPM program within an agency.

“EMS Captain” means the Paramedic who is the on-duty EMS Field Supervisor supporting county fire districts/departments during critical care and multi-agency responses. EMS supervisors shall be certified as Whatcom County paramedics.

“EMS Oversight Board” (EOB) means the board envisioned in Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013, and formally established in Whatcom County Ordinance 2013-074 (Whatcom County Code 5.04.080), to provide recommendations regarding EMS system planning, administration, operations, levels of service, and EMS budgets and financial reporting to the County, Cities and Fire Districts in Whatcom County.

“Emergency Medical Services” (EMS) is an umbrella term encompassing both ALS services and BLS services.

“Emergency Medical Technician” (EMT) means a state-certified BLS provider, approved by the Whatcom County Medical Program Director.

“Ground Emergency Medical Transport” (GEMT) program is a state-administered program that provides supplemental payments to publicly owned or operated qualified GEMT providers. The GEMT program is a result of House Bill 2007 and was passed during the 2015-16 legislative session. The supplemental payments cover the funding gap between a provider’s actual costs per GEMT transport and the allowable amount received from Washington Apple Health (Medicaid) and any other sources of reimbursement.

“Mobile Integrated Health Programs” (MIHP) patient-centered, mobile resources in the out-of-hospital environment. MIH components can include traditional EMS response, community paramedics, advanced practice provider (PA-C, ARNP) responders, 911 nurse triage lines, and alternate destination/ER diversion. MIH falls under the umbrella of a more nationally recognized term of Co-response. “Co-response” means different things in different jurisdictions. At its core,

though, is a belief that partnering first responders with behavioral health professionals is an effective way to respond to behavioral health crises—and other situations involving unmet behavioral health needs. Co-response teams still respond to crises, but perform other functions like follow-up services, case management, outreach to homeless populations, transportation, and resource navigation.

“Paramedic” means a Washington state-certified ALS provider, approved by the Whatcom County Medical Program Director and in good standing with the Whatcom County Department of Health.

“Paramedic Training” refers to the annual paramedic training class operated by the Bellingham Fire Department and affiliated with Bellingham Technical College for the training of Firefighter/Emergency Medical Technicians to become State of Washington certified Paramedics.

“Paramedic Unit” means an ambulance staffed by two (2) paramedics, provided that, in limited circumstances where two (2) paramedics are temporarily not available, a Paramedic Unit may be staffed with one (1) Paramedic and one (1) EMT.

“Technical Advisory Board” (TAB) means the board envisioned by the County and City pursuant to Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013, and formally established in Whatcom County Ordinance 2013-074 (Whatcom County Code 5.04.080), to provide recommendations and information on operational, educational, and logistical components of ALS service in Whatcom County.

“Whatcom County EMS Finance Committee” (WCEMSFC) provides financial review on EMS financial matters to the EMS Oversight Board. Financial matters include the EMS biennial budget and supplemental budget requests, long-term and short-term projections, financial impacts of proposed operational changes and capital projects, impacts of proposed EMS programs, and asset acquisitions, proposed financial policies and reserve requirements, and EMS program contracts and interlocal agreements.

EXHIBITS:

The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A Scope of Work

- Exhibit B Medic Unit Location Map
- Exhibit C EMS Administrative Services
- Exhibit D Business Associate Terms
- Exhibit E Yearly Report Example

These Exhibits may be modified by mutual written agreement of the Parties, memorialized as an amendment or supplement to this Agreement.

3. OBLIGATIONS OF THE PARTIES AS TO COUNTY-WIDE ALS SERVICES.

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

- a. District 7, acting as an ALS Service Provider, shall provide the ALS Services detailed in the Scope of Work attached hereto as Exhibit A.
- b. The County ALS system is served by two lead agencies: the City of Bellingham (operating four Paramedic Units) and District 7 (operating one Paramedic Unit). Each Paramedic Unit is assigned a primary service area. Primary service area boundaries are drawn by the City and District 7, in collaboration with the TAB, EOB, and the Fire Chiefs Operations Subcommittee, to assure a response time of approximately 8 to 12 minutes to the furthest reaches of the area (with exceptions for rural and wilderness areas). Each Paramedic Unit will be the primary service provider in its assigned primary service area and will provide backup to other City and District 7 Paramedic Units in their assigned primary service areas.
- c. The County, as the administrator of the county-wide EMS system, shall be responsible for high-level administrative functions or actions that are needed to ensure continued integrated and uniform county-wide EMS service. The County shall also provide county-wide ALS administrative services that include impartial oversight of financial and operational matters while considering the long-term objectives of the system in collaboration with the TAB and EOB. These administrative responsibilities and administrative services are detailed in Exhibit C, attached hereto and by reference made a part hereof. The County shall ensure that any of its contracts or agreements with other ALS Service Providers, including the City, facilitate efficient and effective cooperation among all Whatcom County EMS System Service Providers and the EMS

Manager and further ensure integrated and uniform county-wide ALS service.

4. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor District 7 shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or City, or to the extent the performance of such requires the County or City to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and District 7 under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or District 7.

5. THE EOB AND TAB

District 7 and the County shall coordinate and implement the services described in Exhibit A in accordance with best industry practices and EOB and TAB recommendations as administered by the County, and subject to a right to reopen the financial component of this Agreement pursuant to the process defined in Section 10 (Contract Reopener) below. District 7 will participate in the work of the EOB and TAB. Neither the EOB nor the TAB is a party to this Agreement, and nothing herein shall serve to create third-party rights in favor of the EOB, the TAB, or any other person or entity not specifically identified as a Party to this Agreement.

6. ALS SERVICE FEE

As consideration for the provision of the ALS Services set forth in this Agreement, the County shall pay to District 7 a fee for ALS services (ALS Service Fee) as follows:

a. ALS Service Fee for Calendar Year 2024:

The ALS Service Fee covers one (1) Paramedic Unit, one (1) half-time (12 hours/day) EMS Captain Unit, and one (1) Community Paramedic. The annual ALS Service Fee for calendar year 2024 shall be \$3,189,754.00, itemized as follows:

1. Total cost for one Paramedic Ambulances: \$2,708,784.00
2. EMS Captain: \$263,717.00, based on working 12 hours per day, 7 days per week, starting July 1, 2024
3. Community Paramedic: \$217,253.00

b. ALS Service Fee Beyond Year 2024.

Beginning in April of 2024 and annually thereafter, the County, the City, and District 7 shall meet to discuss and review the ALS Service Fee amounts for the following year. The County, the City, and District 7 will review the detailed expenditure reports covering the actual cost of service provided, using a standard format developed jointly by the County, the City, and District 7. If an increase is warranted, the EMS Oversight Board will submit a recommendation to the Whatcom County Council. Following approval by the County Council, the ALS Service Fee amounts will be adjusted for the following year and will be set forth in an addendum to this Agreement. In the event the Parties do not agree to an increased ALS Service Fee amount, the ALS Service Fee shall be automatically adjusted annually on January 1 of the coming year using the previous year's simple average January through June CPI-W+1% for Seattle Tacoma Bellevue; provided, however, that such automatic adjustment shall not be less than 3.0%.

c. Monthly Payments

The County shall pay to District 7 the annual ALS Service Fee in twelve (12) equal installments. Invoices shall be submitted no sooner than the first of the month following the month in which the services were provided and shall be paid within thirty (30) days of the received invoice.

7. CERTAIN SERVICES MAY BE COMPENSATED AND BILLED SEPARATELY SUBJECT TO COUNTY REVIEW AND APPROVAL.

An event that overburdens current operational resources or adversely affects service capacity may result in an application by District 7 to the County for cost reimbursement separate from the ALS Service Fee. Such application may be subject to review and recommendation by the EOB. The County Council will review and consider for approval such an application in good faith for reimbursement as recommended by the EOB.

Reimbursement for certain services may require further finance processing or county council approval. Payment for certain services may exceed the 30-day reimbursement timeline and therefore are not subject to the 30-day reimbursement schedule as provided in 3c. "Monthly Payments"

8. SPECIAL EVENTS COMPENSATION

The Parties recognize there are occasions, both planned and unplanned, that require temporary additions to ALS ambulance services.

- a. **Planned Events Compensation:** District 7 will inform the County EMS office as early as possible in the event of additional ALS services requirements. The EMS provider will submit a request along with rationale for the decision for additional budget reimbursement as early as practically possible for planned events for consideration by the EOB. An Interlocal Agreement will be required.
- b. **Unplanned Events Compensation:** For unplanned events, such as weather events, multi-casualty events, catastrophic man-made or naturally occurring events, and/or events that isolate portion(s) of a service area that require adding ALS resources, the Fire Chief has the authority to deploy additional ALS resources. The provider will invoice quarterly for payment reimbursement in the following quarter.
 - i. The Fire Chief shall report such deployments with the WCEMS Manager as soon as reasonably possible, but no later than 24 hours after deployment. All reimbursement requests for additional services must include supporting documentation of expenditures where the EMS Manager may activate emergency funds through a Memorandum of Understanding.

9. EMS DISPATCH FEE

The County shall pay EMS dispatch fees associated with services provided under this Agreement. EMS dispatch fees due to District 7 are separately invoiced by What-Comm.

10. CONTRACT REOPENER

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

This Agreement will be reopened at either the County's request or District 7's request if the County requests changes in the means, methods, or scope of services identified in Exhibit "A" that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

This Agreement will be reopened at the request of either Party if District 7 withdraws from its Interlocal Agreement for ALS Support Services with the County. The scope of the reopener shall be limited to addressing the matters implicated by such withdrawal.

District 7 in entering this Agreement is relying on the EOB and TAB structure as set forth in County Ordinance No. 2013-074. This Agreement will be reopened at District 7's request if the composition or duties of the EOB or the TAB are modified from those defined by the above County ordinance. The scope of the reopener shall be limited to addressing the implications of the modifications.

This Agreement may be reopened as set forth in Section 26.

11. EFFECTIVE DATE; TERM

- a. **Effective Date.** This Agreement shall take effect January 1, 2024, notwithstanding the date of execution hereof ("Effective Date"). This Agreement replaces and supersedes the Current ALS Contract, which shall be of no further force and effect as of the Effective Date of this Agreement.
- b. **Term.** The term of this Agreement shall consist of the Primary Term and any Renewal Term(s) (collectively, the "Term"), as defined below.
- c. **Primary Term.** The primary term of this Agreement shall be six (6) years, commencing January 1, 2024 and ending December 31, 2029 ("Primary Term").
- d. **Renewal Term(s).** After the Primary Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless one party provides the other with written Notice of Nonrenewal. The Notice of Nonrenewal shall be provided not later than January 1 of the final year of the Agreement. Example 1: Notice of Nonrenewal provided January 1, 2029. Agreement expires December 31, 2029. Example 2: Notice of Nonrenewal provided February 1, 2029. Agreement expires December 31, 2030.

12. ESTABLISHMENT AND MAINTENANCE OF RECORDS

District 7 shall maintain books, records and documents and accounting procedures and practices which accurately reflect the costs and its collection results related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington. District 7 further agrees that the County shall have the right to

monitor, at its own expense, the fiscal components of the ALS Services provided by District 7 under this Agreement to evaluate whether actual costs remain consistent with the terms of this Agreement. Information will be available based on annual financial reporting. The structure of the annual report will be mutually agreed to by the County and District 7 and shall include all actual expenses by categories generally consistent with the Yearly Report Example contained in Exhibit E without being inordinately onerous to District 7.

District 7 shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration, or as required by state and federal law, whichever is longer. District 7 agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

13. ALS USER FEES AND WHATCOM COUNTY EMS FUND

The Whatcom County Council shall by ordinance establish user fees for ALS services. Prior to establishment of such fees, the County shall seek input and advice from the EOB on the appropriate amounts for those fees. District 7 shall take the steps necessary to implement the fees so determined by the County Council, including collection activities when necessary.

District 7 shall remit net user fees received for services provided by District 7's Paramedic Unit under this agreement to the County monthly for deposit in the Whatcom County Emergency Medical Services Fund.

The County shall set aside all ALS user fees and funds collected under the Interlocal Cooperation Agreement Between Whatcom County and The Cities of Whatcom County For The Purpose of Defining the Distribution of Funds Received from the One-Tenth of one Percent Sales Tax Initiative for Countywide Emergency Services ("Sales Tax Agreement") (City Contract Number 2005-0409), and the EMS property tax levy of \$.0295 or less per thousand dollars of assessed valuation, including all interest income, to procure and fund countywide EMS. The County shall maintain its record and accounting of such fees and funds in a manner consistent with "BARS," as issued by the Office of the State Auditor, State of Washington. The County further agrees that District 7 shall have the right to monitor, at its own expense, the use and expenditure of such funds to ensure they remain consistent with the terms of this Agreement.

District 7 agrees to establish specific funds and/or accounts that will allow for accountability of all EMS levy funds distributed to District 7 under this Agreement. On an annual basis District 7 shall provide detailed revenue and expense report, inclusive of reserve fund balances, that accounts

for levy funds distributed to District 7 under this Agreement. The specific funds and/or accounts will remain separate from other funds for the duration of this Agreement. EMS levy funds can only be spent on services as outlined in this Agreement. The format of the annual report is found in Exhibit E.

14. GEMT PROGRAM

District 7 shall participate in the Ground Emergency Medical Transportation (GEMT) program administered by the Washington State Health Care Authority (HCA). The GEMT program provides supplemental payments to publicly owned or operated GEMT providers. The supplemental payments cover the funding gap between a provider's actual costs per GEMT transport and the allowable amount received from Washington Apple Health (Medicaid) and any other sources of reimbursement. District 7 shall remit to the County all GEMT reimbursement amounts received by District 7 for Paramedic Units provided under this Agreement. Said amounts shall be remitted within thirty (30) days of receipt. District 7 may deduct any amounts that it is required to refund to the HCA. District 7 shall provide an accounting statement to the County with each GEMT remittance. The statement shall itemize the amount of the GEMT remittance and any deductions to cover amounts refunded to the HCA.

15. CONTRACTOR FOR THE HEALTHCARE AUTHORITY REPORTING FEES.

The County understands that a contractor will be used for the reporting of fees to the Healthcare Authority. Half of the contractor cost as related to ALS fee determination will be deducted from user fee remittances to the County by the ALS Provider.

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

The Parties agree that Protected Health Information (PHI) shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit "D" in order to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). The Parties shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

17. ASSIGNMENT

District 7 shall not assign any portion of this Agreement without the written consent of the County, and it is further agreed that, to the extent practical, said consent must be sought in writing by District 7 not less than forty-five (45) days prior to the date of any proposed assignment. The

County agrees that it will not unreasonably condition, delay or withhold such consent. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

The County recognizes that fire agencies throughout the state are actively engaging in regionalization efforts in order to improve efficiencies while reducing duplication and associated expenses in order to better serve their citizens. During the course of planning for any such action involving District 7, District 7 shall keep the County informed of the plan and the capabilities of the merged entities or new entity to provide the services set forth in this Agreement. In the event District 7 forms a regional fire protection service authority with another jurisdiction, all responsibilities, obligations, and rights held by District 7 under this Agreement shall be transferred to the regional fire protection service authority as set forth in RCW 52.26.100(3).

18. COMPLIANCE WITH LAWS

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

19. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

20. RELATIONSHIP OF PARTIES

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

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

21. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.

In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.

In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

22. POLITICAL ACTIVITY PROHIBITED

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

23. INDEMNIFICATION; HOLD HARMLESS

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

24. TREATMENT OF ASSETS AND LIABILITIES

Following the effective date of this Agreement, District 7 will be responsible for the acquisition, repair, maintenance, and upkeep of personal property assets needed to provide the ALS Services. Any future purchase of real property needed for ALS Service within Whatcom County will require further discussions and agreement between the County and District 7.

25. TRANSITION, PHASE OUT, AND CLOSE OUT

Upon written notice of nonrenewal, as outlined in Section 11, the Parties agree to meet and make a good faith effort to develop an ALS services transition and phase-out strategy that is agreeable to both Parties including financial considerations during the close out phase. Such strategy shall set forth the manner in which services under this Agreement will be phased out and transitioned to another entity, and will, to the extent practical, minimize the impact to both Parties and the public resulting from the nonrenewal and phase-out of services. The Parties agree to meet within thirty (30) days from the written notice of nonrenewal to discuss the transition and phase-out strategy. In the event that this Agreement is not renewed for any reason, the following provisions shall apply upon the expiration of the Agreement:

- a. Upon written request by District 7, the County shall expeditiously make payment to District 7 of contract payment amounts not covered by previous payments; and
- b. District 7 shall expeditiously refund to the County any monies paid in advance for services not performed.

26. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term or provision of this

Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

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

27. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

28. NOTICES

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

WHATCOM COUNTY
C/O COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

FIRE PROTECTION DISTRICT #7

C/O FIRE CHIEF
PO BOX 1599
FERNDALE, WASHINGTON 98248

29. WHATCOM MEDIC ONE NAME

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

IN WITNESS WHEREOF, Whatcom County and Whatcom Fire Protection No. 7 have executed this Interlocal Agreement on the date and year below written.

DATED this _____ day of _____, 2023.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Fire Protection District No. 7:

Larry Hoffman, Fire Chief

Attest:

Patty Markel, Finance Administrator

**WHATCOM COUNTY:
Recommended for Approval:**

Christopher Quinn, Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: _____
Tyler Schroeder, Deputy Whatcom County Executive

Exhibit "A"

Scope of Work

ALS SERVICES:

Capitalized terms used herein shall have the meanings ascribed to them in the definitions section of the Agreement.

1. PARAMEDIC UNITS

District 7 shall provide one (1) Paramedic Units, available 24 hours a day, 365 days per year, and shall meet the following criteria:

- a. Staffing for each ambulance shall consist of two (2) Paramedics, provided that, in limited circumstances where two (2) Paramedics are temporarily not available, a Paramedic Unit may be staffed with one (1) Paramedic and one (1) EMT.
- b. All Paramedic Units used to deliver ALS Services must meet vehicle standards and requirements for operation as an Advanced Life Support ambulance service as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing. Medical equipment used to deliver ALS Services shall be reliable and maintained consistent with standards identified in RCW 18.73 and must meet appropriate federal or state standards or county protocols.
- c. Vehicles and staffing shall meet all applicable Washington State Department of Health and Center for Medicare/Medicaid Service (CMS) requirements for operation as an ALS ambulance service.

2. EMS CAPTAIN

District 7 shall provide one (1) EMS Captain available 12 hours per day, 365 days per year, of contracted service July 1, 2024 through December 31, 2029, with future expansion to 24 hours per day and 365 days per year, at a date yet to be determined, and shall meet the following criteria:

- a. The EMS Captain shall be furnished with, and shall utilize, a utility-type vehicle equipped with essential equipment and supplies allowing for Paramedic level care to be rendered to patients consistent with standards identified in RCW 18.73.
- b. In addition to supervisory duties performed, this EMS Captain shall be available

for response countywide when "call for service surge" exceeds paramedic ambulance capacity.

3. COMMUNITY PARAMEDICS

District 7 shall provide one (1) Community Paramedic available 40 hours per week and shall meet the following criteria:

- a. The Community Paramedic shall be furnished with, and shall utilize, utility-type vehicles equipped with essential equipment and supplies allowing for Paramedic level care to be rendered to patients consistent with standards identified in RCW 18.73.
- b. The one Community Paramedic is teamed with members of the Whatcom County Health and Community Systems; Response Systems Division (RSD) and Ground Response And Coordinated Engagement (GRACE) Teams to provide Mobile Integrated Health Services for frequent users of the EMS system as well as those patients who are identified to need community health services.

4. ENTRY LEVEL PARAMEDIC TRAINING PROGRAM

The City shall operate an annual entry-level paramedic training program ("Training Program") in accordance with Washington State Department of Health and Commission on Accreditation of Allied Health Education Programs (CAAHEP). The City, acting by and through the Bellingham Fire Department, shall administer the Training Program in affiliation with the Bellingham Technical College or such other educational institution as the City may determine as a cooperative effort to provide Paramedic Training in the region.

The Parties recognize that regional needs for fire-based paramedic training may provide opportunities for the paramedic program to grow. The primary purpose of the City's Paramedic Training Program is to support the needs of Whatcom County contracted ALS providers. Additional students employed by agencies outside Whatcom County may be considered on an annual basis. It is further recognized that increases in enrollment may impact the variable Student Cost Budget (discussed below).

The Paramedic Training Program is funded by the EMS levy. For purposes of this Agreement, the cost associated with the Paramedic Training Program is namely, the annual student cost ("Student Cost Budget"), as described below:

- a. **Student Cost Budget.** The annual Student Cost Budget covers costs that vary by the number of students enrolled in the program each year. Costs include trainee wages for trainees who are employed by District 7, preceptor fees, and evaluation costs. Equipment costs will be paid directly to the Paramedic Training Program.
 - a. *Student Cost Budget for Calendar Year 2024.* The student cost budget for 2024 shall be established and reimbursed pursuant to a separate interlocal agreement between the Parties to be executed contemporaneously herewith. The County and District 7 agree to meet annually to establish the number of students and develop a separate ILA specific to the student cost of each cohort. The ILA will be established using the student cost multiplied by the number of students and will be invoiced monthly by District 7 to the County for payment.
 - b. *Student Cost Budget Beyond Calendar Year 2024.* Beginning in April of 2024 and annually thereafter during the term of this Agreement, the Parties shall meet to discuss and review the Student Cost Budget for the following year. In the event the Parties do not agree to the per-student cost for the following year, such costs shall be adjusted annually on January 1 of the coming year using the previous year's simple average January through June CPI-W+1% for Seattle Tacoma Bellevue; provided, however, that such automatic adjustment shall not be less than 3.0%. The Student Cost Budget shall be memorialized by a separate interlocal agreement by January 1 of each year of this Agreement. Student costs are subject to the provisions of Exhibit C, item 7 of this contract.

PERFORMANCE MEASUREMENT AND REVIEW:

1. District 7 agrees to participate in an ongoing program of regional performance measurement and Continuous Quality Improvement as established by the TAB and authorized by the EOB. Performance indicators will be reported by the EMS Administrative Office on an annual basis and updated as needed. District 7 is required to participate in the county-wide (centralized) Electronics Records Management System (EPCR) where those various EMS performance standards are monitored.

Financial and System Performance standards for required reporting are:

- a. Annual report with quarterly totals related to ALS user fees and GEMT reimbursement with budget detail that demonstrates the calculated amounts of revenue from each

source as appropriate under RCW 84.52.096

- b. Provide Yearly Financial Reports as described in Exhibit "E" "Yearly Finance Reports"
- c. Submit and Report to the Cardiac Arrest Registry to Enhance Survival (CARES) all cardiac arrest cases in the county.
- d. Other performance reports as recommended by the TAB and EOB

COORDINATION OF SERVICES:

1. District 7 shall work cooperatively with first response agencies, other ALS Service Provider agencies and the Medical Program Director to achieve a consistent and coordinated response countywide by using the following methods:
 - a. Acknowledgement of regional response plans utilizing the closest available ALS unit as an integrated system.
 - b. Standardization of vehicles and equipment ensuring effective emergency scene operations.
2. The parties recognize all areas of the county will not receive the same response time for ALS services. A county-wide tiered response model of closest Basic Life Support (BLS) service providing first response to ALS incidents with the closest ALS Units responding as soon as possible will be utilized.
3. District 7 shall contract with a supervising physician to provide consistent and high-quality ALS medical oversight of the care provided by paramedic personnel authorized to practice under this Agreement.
4. District 7 shall facilitate participation in the County-approved pre-hospital medical care training plan as well as maintain required documentation of training records for verification of credentialing for ALS providers. District 7 shall facilitate participation in County-approved pre-hospital medical care studies and the collection of required documentation for such studies. Research studies, equipment onboarding, and associated training shall not result in costs incurred by the individual ALS providers.
5. In cooperation with the MPD and other agencies, District 7 personnel shall attend continuing education meetings designed to meet state continuing education, supervising physician, and

MPD requirements.

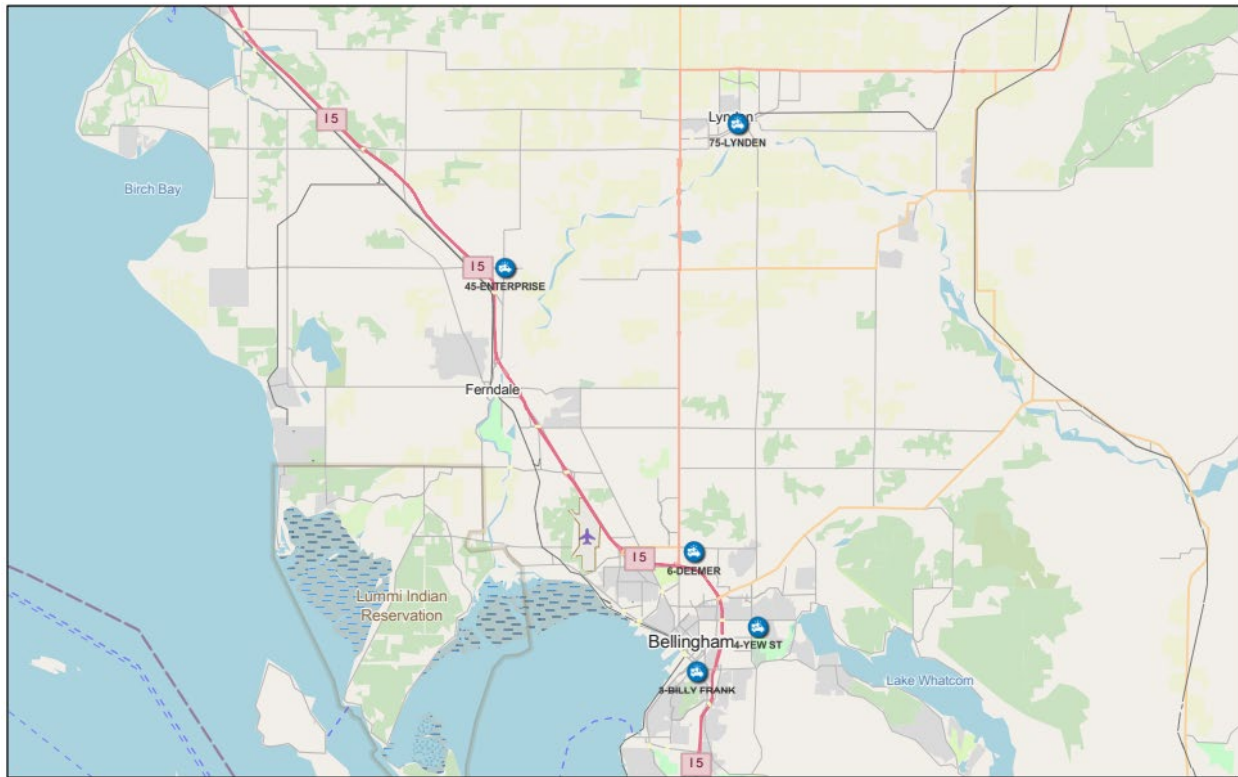
6. District 7 will coordinate with the EMS Administrator on the countywide Equipment Exchange Program as approved by the TAB.
7. District 7 shall provide patient care reporting/charts through the county-wide Electronic Patient Care Records (EPCR) system as part of an integrated patient data management program operated by the Whatcom County EMS administration.

BILLING SERVICES:

1. District 7 shall provide medical billing services for contracted ambulance transports utilizing criteria that are consistent with Centers for Medicare & Medicaid Services (CMS) Ambulance billing requirements. For claims that are not covered by CMS, District 7 will apply the applicable rules/regulations of the specific payor(s) for such claims.
2. District 7 will provide or, contract for billing staff with appropriate coding credentials and compliance expertise as they pertain to ambulance medical billing.
3. District 7 shall maintain policies which address write-offs, write-downs, charity care, and collections criteria and process. These policies will be modified as may be required by CMS or other regulation.
4. District 7 shall remit to the County on a monthly basis all ambulance fees, minus billing cost, collected that result from services provided by the contracted ALS ambulance(s).
5. District 7 shall maintain documentation of all payments and activities on all accounts/claims, to be disclosed to the County upon request of such information.
6. District 7 will provide reports to the appropriate County personnel regarding status of accounts, individually, and/or summary on a periodic basis as is appropriate for the specific tasks.
7. District 7 shall securely process and store all patient medical records consistent with Washington State RCW/WAC and HIPAA.
8. District 7 will make good faith effort to establish a consistent billing platform used between EMS ALS Providers.

Exhibit "B"

Medic Unit Location Map



Paramedic Unit locations as of July 2023. Paramedic Unit locations are subject to change following recommendations from the TAB to meet changing operational needs and priorities.

Exhibit "C"

Whatcom County EMS Administrative Services

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

1. Maintain the EMS system as an integrated regional network (county-wide) of Basic Life Support (BLS) and Advanced Life Support (ALS) services provided by Whatcom County, local Cities and County Fire Districts using the following model:
 - a. Firefighter Emergency Medical Technicians (EMTs) provide first-on-scene response to EMS calls and provide BLS services;
 - b. ALS services provided by a limited number of providers;
 - c. Regional programs emphasize uniformity of medical care across jurisdictions, consistency and excellence in training, and medical quality assurance.
2. Make regional delivery and funding decisions cooperatively with the EOB and TAB to ensure ALS delivery from a system-wide perspective.
 - a. EOB will monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration.
3. Develop and implement strategic initiatives to provide greater efficiencies within the system that (TAB will play an integral part in making recommendations to the County):
 - a. Maintain or improve current standards of patient care through:
 - i. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD);
 - ii. BLS/ALS protocols;
 - iii. Medical Community sponsored research studies approved by the County,
 - iv. National and International industry best practices.
 - b. Improve the operational efficiencies of the system to help contain costs by:

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

4. Manage the rate of growth in the demand for ALS services:

- a. Determine the criteria and triggers for increased ALS services over the next six years.
- b. Determining the number and location of ALS units based on:
 - i. Unit workload;
 - ii. Unit response time;
 - iii. Availability in primary service area and dependency on backup;
 - iv. Frequency and service impact of multiple alarms;
 - v. Paramedic exposure to critical skill sets;
 - vi. Projection of calls;
 - vii. Population trends.
- c. Triage calls and classification as BLS vs. ALS patient care.
- d. Appropriate utilization of transport services based on patient needs.
- e. Coordinating EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health.

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

- a. Equipment exchange;
- b. Equipment research;

- c. Group purchasing;
 - d. Equipment specifications and evaluation;
 - e. Paramedic/EMT interaction training and Coordination of BLS Training;
 - f. Software Administrator.
- 6.** The County will provide foundational/baseline funding for the annual Paramedic Training Class that employs one (1) Paramedic Lead Instructor, BFD Administrative Costs, BTC Fees, BTC Medical Program Director Fees, Anatomy and Physiology Instructor, Program Instructors, Facilities, and Skills Labs. Reimbursements for student wages and benefits will be determined annually depending on the number of students.
- 7.** The County will provide contracting services for those outside of the Bellingham Fire Department that send students to the Paramedic Training program where the tuition and fees are supported by the Levy Fund. For students outside of Whatcom County, tuition and student fees at a set rate will be remitted to the Levy Fund.

Exhibit "D"

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and WHATCOM FIRE PROTECTION DISTRICT NO. 7, hereinafter referred to as the 'District 7. Together, the County and the City are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

1. Definitions

1.1 HIPAA Terminology:

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

1.2 Specific definitions:

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

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean District 7.

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

2. Obligations and Activities of Business Associate Business Associate agrees to:

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

- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPM Rules.

2. Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

3. Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

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

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

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

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

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

Exhibit "E"
Whatcom County Fire Protection
District No. 7 Annual Budget
Report Format

FD7: ALS Providers Costs			
Standard Cost Forecasts per Unit			
	Budget	YTD Spending	Remaining Budget
EMS Operations:			
Paramedic Wages		-	
Paramedic OT		-	
Paramedic Benefits		-	
Supplies (Drugs, disposables, etc)		-	
Fuel		-	
Uniforms		-	
R&M Equipment		-	
Physician/Medical Consulting		-	
Training		-	
Medical Exams		-	
Community Paramedic		-	
Total EMS Operations Expense		-	
Administrative (Indirect) Expense			
Salaries & Wages		-	
Benefits		-	
Billing Services		-	
Office Expense		-	
Total Administrative Expense		-	
Facilities, Tech Allowance & Vehicles		-	
Total Fire Districts Standard Operating Costs		-	
Add: Overhead Allowance		-	
Total Unit ALS Reimbursement		-	