

**INTERLOCAL AGREEMENT FOR  
FIRST RESPONSE EMERGENCY MEDICAL SERVICES**

**THIS INTERLOCAL AGREEMENT (the "Agreement") by and between WHATCOM COUNTY (the "County") and**

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 4**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 11**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 14**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 16**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 17**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 18**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 19**, a Washington municipal corporation (the "Agency") and

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 21**, a Washington municipal corporation (the "Agency") and

**CITY OF BELLINGHAM**, a Washington municipal corporation (the "Agency") and

**CITY OF LYNDEN**, a Washington municipal corporation (the "Agency") and

**SOUTH WHATCOM FIRE AUTHORITY**, a Washington municipal corporation (the "Agency") is for the provision of first response emergency medical services. Together, the County and the Agencies are the only parties to this Agreement and may be referred to collectively.

## RECITALS

This Agreement is based on the following relevant facts and circumstances:

- A. The parties are signatories to an Emergency Medical Services Agreement signed in 2018.
- B. It is deemed to be in the best interests of the citizens of Whatcom County to have available fast and efficient emergency medical services; and
- C. Within areas serviced by the Agencies, it is often the most efficient for the first response of such services to be provided by the local fire agency; and
- D. The 201801022-4 Agreement expires December 31, 2023, and the parties wish to execute a new agreement that aligns with the 6-year EMS Levy cycle, January 1, 2024, to December 31, 2029.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Services.** Each Agency agrees to provide First Response Emergency Medical Services (the "Services") within the boundaries of the Agency on behalf of Whatcom County, as dispatched through the Prospect Fire Dispatch Center (the "Dispatch Center"). The term "First Response Emergency Medical Services" means such medical treatment and care that may be rendered to persons injured, sick or incapacitated in order to reduce the risk of loss of life or aggravation of illness or injury, prior to the arrival of Advanced Life Support ("ALS"). The term Services expressly includes Basic Life Support ("BLS") transports, as needed for patient care. The Agencies agree to use the designated County-wide records management system ("RMS") for the collection of County-wide EMS data and the transmittal of patient care reports to the hospital.
2. **Consideration.** During the term of this Agreement, and as consideration for the Services provided by the Agencies, the County shall provide the Agencies with the following:
  - 2.1 The County will assume and make payment, using EMS levy revenue, for the cost of all of the EMS calls transmitted from the Dispatch Center during their normal quarterly billing process. The Dispatch Center will bill the County directly for this payment.
  - 2.2 The County will continue to make payment, using County revenue other than the EMS levy revenue, for the cost of the Fire dispatch calls transmitted from the dispatch Center during their normal quarterly billing process, except for the cities of Lynden and Bellingham, which were not covered by the Original Agreement.
  - 2.3 If at such time during the term of this agreement, the Whatcom County EMS Executive Oversight Board and the Whatcom County Council, agree to pay for all of the Fire dispatch calls transmitted from the Dispatch Center, using EMS levy revenue, such payment will include the cost of all of the Fire dispatch calls, including the parties of the Original Agreement and the cities of Lynden and Bellingham.

2.4 The County will provide, at its sole expense by use of EMS levy funds, a County-wide RMS for the collection of County-wide Fire/EMS data and the transmittal of patient care reports to the hospital. The RMS software shall be from a vendor that is jointly agreed upon by the Whatcom County Fire Chiefs Association, the EMS Technical Advisory Board, and the County. The designated RMS shall be made available for use by the Agencies as determined in the RMS vendor agreement.

2.5 The County will provide on an annual basis, a BLS Reimbursement Amount that is equitably distributed to the Agencies on a pro rata basis using the Allocation Formula described in Exhibit "B". Whatcom County EMS Levy funds shall be used to reimburse the Agencies for a portion of those qualifying costs under RCW 84.52.069 incurred between January 1<sup>st</sup> and December 15<sup>th</sup> of each year arising from the provision of BLS service delivery in Whatcom under this Agreement and subject to the following provisions:

a. In consideration for the provision of the "BLS Recommendation 1" set forth in the Whatcom County Emergency Medical Services Levy Plan 2023-2028, the County shall provide a BLS Reimbursement Amount of a minimum of \$1.5 million for BLS services in 2024 and each year after, for pro rata distribution to the Agencies in accordance with the Allocation Formula contained in Exhibit B. If the EMS Oversight Board or Whatcom County Council recommends a lower amount, based on the health of the EMS Levy Budget, then the County can request to renegotiate the agreement or terminate the agreement early. Agencies may only seek reimbursement for those costs incurred between January 1<sup>st</sup> and December 15<sup>th</sup> of each year that are considered a qualifying cost under RCW 84.52.069;

b. Three (3) Fire Chiefs from the Agencies, or their designees, will be assigned to work with the EOB/ Finance Sub-Committee to review, audit, and confirm the BLS allocation data per Exhibit B, the current year's valuation, and the resulting budget table for each allocation year during the life of the levy. This work shall be completed by February 28<sup>th</sup> of each year. The EMS Manager will provide the committee's findings, in writing, at the March Fire Chiefs' Association meeting.

c. Invoicing: Agencies seeking reimbursement for qualifying expenses must submit to the County a completed and signed BLS Allocation Invoice Form (Exhibit "C"). Invoices must be submitted to the County no later than December 15<sup>th</sup>. The Agencies shall track eligible EMS expenditures in separate General Ledger Accounts (GL), or equivalent, which isolate EMS expenditures which are eligible for payment under RCW 84.52.069 (5). Upon request of the County, the Agencies shall provide additional documentation related to reimbursement sought under this Agreement.

d. Payment: BLS Allocation funds will be disbursed by the County within 30 days of receipt of the approved invoice.

e. The County shall not reimburse Agencies for costs and expenses funded or paid for by any other designated source, including but not limited to Ground Emergency Transport (GEMT), user charges and fees, dedicated emergency medical levies or grants.

f. Reimbursed amounts shall not exceed that amount allocated for each providing Agency per year.

g. BLS Allocation Invoices and eligible expenditures cannot be carried into a new calendar year. BLS Allocation Invoices will be considered ineligible for reimbursement if not submitted by December 15 of the current year.

h. The County reserves the right to audit expenditures which an Agency submits for reimbursement from the BLS Allocation to verify that such expenditures are appropriate for payment under RCW 84.52.069 (5).

3. **Term of Agreement.** Notwithstanding the date of signatures, the term of this Agreement shall commence on January 1<sup>st</sup>, 2024 and shall continue through December 31, 2029. The Parties agree to meet no later than January 31<sup>st</sup>, 2029, to discuss and negotiate in good faith toward a renewal of this Agreement or a successor agreement that provides for the services and funding for services contemplated by this Agreement.

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

3.2 Concurrently with the commencement of the term of this Agreement, the Original Agreement shall be terminated; provided, however, that the County's obligation to pay for dispatch calls prior to such termination shall survive the termination of the Original Agreement.

4. **Assignment/Subcontracting.** The Agencies shall not assign or subcontract any portion of the Services without obtaining the prior written approval of the County. The County shall not assign or subcontract any portion of the Services without obtaining the prior written approval of the Agencies. Notwithstanding the foregoing, the County recognizes that fire districts throughout the state are actively engaging in regionalization efforts to improve efficiencies while reducing duplication and associated expenses to better serve their citizens. In recognition of this fact, the following regionalization efforts shall not be deemed an "assignment" or "subcontract" requiring prior approval by the County: (i) the Agency enters into an interlocal agreement with another Whatcom County fire district, Regional Fire Protection Service Authority, and/or city to provide EMS services to it or (ii) an Agency merges or creates a Regional Fire Protection Service Authority with another Whatcom County fire protection district, and/or city or (iii) a city annexes into a Whatcom County fire district or Regional Fire Protection Service Authority.

5. **Relationship of the Parties.** The Agencies are not now, nor have ever been, an agent of the County. The parties do not intend to have an agency relationship arise from this Agreement. Rather, the parties intend that an independent contractor/county relationship will be created by this Agreement. The County is interested only in the results to be achieved. The implementation and control of the Services shall lie solely with the Agencies. No agent, employee, or representative of the district shall be deemed to be an agent, employee, or representative of the County. No agent, employee, or representative of the Agencies shall be paid by the County or receive any of the employment benefits normally given to County employees by the County. No agent, employee, or representative of the County shall be

deemed to be an agent, employee, or representative of the Agencies. No agent, employee, or representative of the County shall be paid by the Agencies or receive any of the employment benefits normally given to Agencies' employees by the Agencies.

6. **Indemnification.** To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party, its officers, officials, employees, and volunteers from any and all claims, costs, including reasonable attorney's and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such party's officers, officials, employees and volunteers in connection with the performance of the Agreement. The provisions of this section shall survive the expiration or termination of the Agreement and the Restated ILA.

7. **Insurance.** The Agencies shall carry professional liability insurance for the duration of this Agreement in an amount not less than \$1,000,000.00. Each Agency shall also carry a Commercial General Liability Insurance Policy in an amount not less than \$1,000,000.00. Each Agency shall name the County as an additional insured on its CGL Policy, and each Agency's CGL policy shall be deemed primary and non-contributory. The County's insurance shall not serve as a source of contribution, except as excess to the coverage provided by the Agencies. An agency may maintain a program of self-insurance and excess coverage with and to the same effect as the commercial coverage described hereinabove as a means of meeting the requirements of this paragraph. None of the foregoing policies or programs shall be cancelled or amended on less than thirty (30) days' notice to the County.

8. **Compliance with RCW 39.34.030.** This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement.

9. **HIPAA Compliance.** The parties of this agreement believe they qualify as a Covered Entity and Business Associate as defined within the Health Insurance Portability and Accountability Act and its accompanying regulations ("HIPAA"). In order to comply with the applicable provisions of HIPAA, the parties agree to the provisions of the HIPAA Business Associate Addendum attached hereto and incorporated herein as Exhibit A.

10. **Recording/Posting** . Pursuant to RCW 39.34.040, this Agreement shall be either recorded with the Whatcom County Auditor immediately after execution by all Jurisdictions hereto or posted on either party's website.

11. **No Third Party Beneficiaries.** This Agreement shall not be construed to benefit any third party or otherwise limit the application or protection of the "Public Duty Doctrine" to the Agencies or the County.

12. **Survivability.** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

13. **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 if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

**County:** Whatcom County  
Attn: Satpal Sidhu,  
County Executive  
311 Grand  
Avenue, Suite 108  
Bellingham, Washington 98225

**Agencies:** Whatcom County Fire Protection District No. 1  
Attn: Fire Chief  
101 E. Main Street  
P.O. Box 454  
Everson,  
Washington 98247

Whatcom County Fire Protection District No. 4  
Attn: Fire Chief  
PO Box 286, Lynden WA 98264

Whatcom County Fire Protection  
District No. 5 Attn: Fire Chief  
2030 Benson Road  
Point Roberts, Washington 98281

Whatcom County Fire Protection District No. 7  
Attn: Fire Chief  
2020 Washington Street- P.O. Box 1599  
Ferndale, Washington 98248

Whatcom County Fire Protection District No. 8  
Attn: Fire Chief  
1800 Broadway  
Bellingham, Washington 98225

Whatcom County Fire Protection District No. 11  
Attn: Fire Chief  
3809 Legoe Bay Road - P.O. Box 130  
Lummi Island, Washington 98262

Whatcom County Fire Protection District No. 14  
Attn: Fire Chief  
143 Columbia Street- P.O. Box 482  
Sumas, Washington 98295

Whatcom County Fire Protection District No. 16  
Attn: Fire Chief  
2036 Valley Highway- P.O. Box 37  
Acme, Washington 98220

Whatcom County Fire Protection District No. 17  
Attn: Fire Chief

4332 Sucia Drive  
Ferndale, Washington 98248

Whatcom County Fire Protection District No. 18  
Attn: Fire Chief  
431 Cain Road  
Sedro-Woolley, Washington 98284

Whatcom County Fire Protection District No. 19  
Attn: Fire Chief  
9953 Mt. Baker Hwy. - P.O. Box 5029 Glacier,  
Washington 98244

Whatcom County Fire Protection District No. 21  
Attn: Fire Chief  
PO Box 286, Lynden WA 98264

Bellingham Fire Department  
Attn: Fire Chief  
1800 Broadway  
Bellingham, WA 98225

South Whatcom Fire Authority  
Attn: Fire Chief  
2050 Lake Whatcom Blvd.  
Bellingham, Washington 98229

Lynden Fire Department Attn: Fire Chief  
215 4<sup>th</sup> Street  
Lynden, Washington 98264

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

14. **Further Cooperation.** The parties shall cooperate in good faith and execute such documents as necessary and take such further actions as reasonably necessary to effectuate the purposes and intent of this Agreement.

15. **Disputes.** Venue for any disputes concerning this Agreement shall lie exclusively in Skagit County Superior Court. Each party expressly waives the right to a jury trial.

16. **Waiver.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver

shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17. **Impracticability and Force Majeure.** Neither the County nor the Agencies 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 the reasonable control of the County or Agencies, or to the extent such requires the County or Agencies 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 the Agencies 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 with the control of the County or Agencies.

18. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

21. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington.

22. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.





**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 1**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 4**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 7**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 8**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 11**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 14**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 16**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 17**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 18**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 19**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 21**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF BELLINGHAM**

APPROVED:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Departmental Approval:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LYNDEN FIRE DEPARTMENT**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SOUTH WHATCOM FIRE AUTHORITY**

ATTEST:

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Chief

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## Exhibit "A"

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into in duplicate originals this day by and between WHATCOM COUNTY (the "County") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.1**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 4**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 11**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.14**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.16**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO.17**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 18**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 19**, a Washington municipal corporation (the "Agency") and **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 21**, a Washington municipal corporation (the "Agency") and **CITY OF BELLINGHAM**, a Washington municipal corporation (the "Agency") and **CITY OF LYNDEN**, a Washington municipal corporation (the "Agency") and **SOUTH WHATCOM FIRE AUTHORITY**, a Washington municipal corporation (the "Agency")

Definitions 1.1 HIPAA Terminology:

1.2 Specific definitions: 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.

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

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



(b) 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 electronically protected health information, to prevent the 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 the Covered Entity's under 45 CFR 164.528;

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

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

### 3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information necessary to perform its obligations under the Interlocal Agreement for First Response Emergency Medical Services.
- (b) Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (c) Business Associate may use or disclose protected health information as required by law.
- (d) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (e) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
- (f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

#### 4.0 Termination

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the Interlocal Agreement for First Response Emergency Medical Services to which this Agreement is attached and shall (a) terminate on the termination date of the Interlocal Agreement for First Response Emergency Medical 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 First Response Emergency Medical 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.

4.1 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:

a. Retain only that protected health information that 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;

b. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronically 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 the Business Associate retains the protected health information;

c. 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 the Business Associate under this Section 4 shall survive the termination of this Agreement.

## Exhibit "B"

### ALLOCATION FORMULA

Each Agency's pro rata share of the annual BLS Reimbursement Amount shall be calculated using the following Allocation Formula:

#### Allocation Formula:

Agency AV ÷ Combined AV of all Agencies = AV Factor

Agency OOS ÷ Combined OOS of all Agencies = OOS Factor

(AV Factor x 30%) + (OOS Factor x 70%) = Agency Multiplier

Agency Multiplier x BLS Reimbursement Amount = Agency's Pro Rata Share

#### Where:

- "AV" means assessed valuation of real property for the previous year, as reported by the Whatcom County Assessor's Office in its annual Statement of Assessed Valuations, Tax Rates, and Taxes Levied Within the Various Taxing Districts of Whatcom County.
- "OOS" means BLS out of service time for the previous year, as recorded in the Electronic Patient Care Records System (EPCR) Image Trend for each district/department using the previous year's call data. Calls that did not result in the dispatch of a BLS unit are excluded, including, but not limited to, the following:
  - Cancelled calls (PCC) without a response (did not leave the station)
  - Community Paramedic Responses
  - Test Tones
  - Paramedic Unit Responses
  - Medical Services Officer Response
  - Chief Vehicles
  - Fire Calls/Mutual Aid.

Whatcom County EMS Levy funds shall be used to reimburse the Agencies for a portion of those qualifying costs identified under **RCW 84.52.069**, and as allowable pursuant to this Agreement, incurred between January 1 and December 15 of each year arising from the provision of BLS service delivery in Whatcom County under this Agreement and subject to the following provisions:

*(5) Any tax imposed under this section may be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services.*

**Exhibit "C"**  
**BLS Allocation Invoice**

<b>BLS Allocation Invoice</b>

Invoice Number	Date

<b>Contract Number:</b> <b>Contract Period:</b> <b>Agency Name:</b> <b>Address:</b>  <b>Contact Person:</b> <b>Phone:</b> <b>Email:</b>
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**Submit invoices to:**  
*Whatcom County Emergency  
 Medical Services  
 800 E Chestnut, Suite 3C  
 Bellingham, WA, 98225  
 mhillley@co.whatcom.wa.us*



<b>Allocation Total:</b>	\$ -
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Qualified Expenditure Categories	Qualified Expenditures Amount	Total Payments	Allocation Balance	BARRS Codes
<i>Personnel</i>	\$ -	\$ -	\$ -	
<i>Training</i>	\$ -	\$ -	\$ -	
<i>Equipment</i>	\$ -	\$ -	\$ -	
<i>Supplies</i>	\$ -	\$ -	\$ -	
<i>Vehicles</i>	\$ -	\$ -	\$ -	
<i>Structures</i>	\$ -	\$ -	\$ -	

<b>Invoice Total:</b>	\$ -
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I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I further certify that the costs and expenses contained herein have not been paid for by any other designated source, including but not limited to Ground Emergency Transport (GEMT) funding, user charges and fees, or dedicated emergency medical levies or grants. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request. I certify that the costs submitted in this claim meet requirements specified in RCW 84.52.069.

\_\_\_\_\_  
 Fire Chief                      Date

\_\_\_\_\_  
 Print Name