EMS INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF AMBULANCE TRANSPORT SERVICES

THIS IS AN INTERLOCAL AGREEMENT ("Interlocal") entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County Emergency Medical Service District #2 ("EMSD2" or "District"), an emergency medical services district authorized under RCW 36.32.480; Clark County ("County"); and the cities of Battle Ground, La Center, Ridgefield, and Woodland ("Cities"), for the receipt of ambulance services through a contract administered by the City of Vancouver. EMSD2, the County, and the Cities are each a "Party" and collectively are the "Parties" or the "District."

RECITALS

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public agencies may contract to perform any government service, activity, or undertaking that each public agency is authorized by law to perform;

WHEREAS, the City of Vancouver advertised a request for proposal for ambulance services in March 2024, and subsequently entered into an Ambulance Services Agreement with American Medical Response (AMR) on October 14, 2024 for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the Contracted Service Area. An unsigned copy of the City of Vancouver ambulance contract is attached as Exhibit A;

WHEREAS, EMSD2 has entered into a separate Interlocal Agreement ("Interlocal"), attached as Exhibit B, under the Interlocal Cooperation Agreement Act with the City of Vancouver, authorizing the City of Vancouver to administer the ambulance services contract on behalf of the District;

WHEREAS, EMSD2 has partnered with the City of Vancouver on behalf of the District over the past ten years to provide emergency response services to areas served by EMSD2

through the City of Vancouver's 2015-2024 Ambulance Services Agreement with AMR pursuant to the interlocal agreement between the City of Vancouver and EMSD2 that terminates on December 31, 2024;

WHEREAS, the City of Vancouver sent a letter to EMSD2 on May 10th, 2024 that stated its intent to separately contract for exclusive 911 ambulance service and non-exclusive non-emergency ambulance service within its jurisdiction beginning January 1, 2026;

WHEREAS, EMSD2, the County, and the Cities desire to enter into this Interlocal to continue receiving ambulance services beginning on January 1, 2025 and ending on December 31, 2025 PM to reduce unnecessary increases on patient costs and maintain adequate levels of service by capitalizing upon the market and administrative efficiencies associated with receiving ambulance service under a single ambulance contract.

NOW THEREFORE, EMSD2, THE COUNTY AND THE CITIES AGREE AS FOLLOWS:

1. **Purpose.** This purpose of this Interlocal is for EMSD2 to contract with the City of Vancouver on behalf of the County and Cities for the delivery of ambulance services in the Regulated Service Area for the 2025 calendar year.
2. **Definitions.** Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in RCW 18.73.030, the Uniform EMS Ordinance, attached as Exhibit C and incorporated herein by reference, or in this section; provided that in case of any conflict, the Uniform EMS Ordinance shall control:
    a. "Ambulance Service Contractor" – The private or public entity that is under exclusive contract with the District to respond to all medical requests originating within the Contracted Service Area.

b. "Contracted Service Area" – The combined geographic area within the corporate limits of the cities of Battle Ground, La Center, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purchase of group purchasing of ambulance services.

c. "EMS Interlocal Cooperative" or "Cooperative" – The collective group of governmental jurisdictions which participate in this agreement.

d. "Regulated Service Area" – The combined area of the corporate limits of the Cities plus the unincorporated areas of Clark County and all other general purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the EMS Interlocal Cooperation Agreement. This includes the District and any jurisdiction that may join or leave the District in the future.

e. "Services" – The City of Vancouver's Ambulance Services Agreement with American Medical Response Northwest, Inc. (AMR) for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the Contract Service Area.

3. **Term**. This Interlocal shall remain in full force and effect for a term of one (1) year from January 1, 2025 at 12:00:00 AM until December 31, 2025 at 11:59:59 PM, subject to the provisions of Section 4 of this Interlocal.

4. **Termination.** This Interlocal will terminate January 1, 2026 12:00:00 AM. Neither the County or the Cities may terminate this Interlocal for any reason prior to its termination date except that if the City of Vancouver terminates the Interlocal Agreement with EMSD2, this Interlocal will terminate at the same time. EMSD2 will have no further obligations to the County and the Cities related to the provision of ambulance services.

5. **EMSD2 Obligations.** EMSD2 shall have the authority and responsibilities as follows:

a. To negotiate and enter into an Interlocal with the City of Vancouver on behalf of EMSD2, the County and the Cities to receive ambulance services within the boundaries of the Regulated Service Area.
b. EMSD2 staff will communicate with the City of Vancouver on administrative issues including reports and liquidated damages distribution.
c. Provide the County and the Cities with a 2025 annual report in 2026 within fifteen (15) days of receiving it from the City.
d. Budget the revenue and expenses for EMSD2 and participate in the County's budgeting process, in order to allocate and spend District funds.
e. EMSD2 shall have the authority, unless delegated, to analyze the performance of the ambulance system and potential alternative systems for the provision of ambulance services for the Regulated Service Area. To accomplish this, EMSD2 shall have the authority to contract for professional services using existing District funds. When these funds are depleted, the District is authorized to require additional funds be appropriated for and provided for this purpose by the County and the Cities.
f. The EMSD2 Board shall consist of three (3) persons, each of whom are delegated one vote consisting of the following members:
    i. The two County Commissioners representing the unincorporated areas of EMSD2; and
    ii. One city council member appointed by the Clark County mayor's group representing the Cities of Battleground, La Center, Ridgefield and Woodland. The city representative shall change every two years with the position alternating between the cities in alphabetical order commencing with the City of Battle Ground. Should a city decline its period of representation, the position shall go to the next city in line.

6. **The County's Obligations.** The County shall have the authority and responsibilities as follows:
    a. Provide staff to support EMSD2's administrative and regulatory functions.
    b. Provide any additional funds needed to complete a study of ambulance service options within the Regulated Service Area.
    c. Agree to and remain compliant with the Business Associate Agreement, attached hereto and incorporated herein by this reference as Exhibit D. The Business Associate Agreement will survive the termination of this Agreement for so long as the County retains information protected by the Business Associate Agreement.
7. **The Cities' Obligations.** The Cities shall have the authority and responsibilities as follows:
    a. Ensure its ambulance ordinance substantially conforms with the Uniform EMS Ordinance, attached as Exhibit C.
    b. Provide any additional funds needed to complete a study of ambulance service options within the Regulated Service Area.
    c. Agree to and remain compliant with the Business Associate Agreement, attached hereto and incorporated herein by this reference as Exhibit D. The Business Associate Agreement will survive the termination of this Agreement for so long as the Cities retain information protected by the Business Associate Agreement.
8. **Financial.**
    a. There is no cost to EMSD2, the County, or the Cities during the Term of this Interlocal.
    b. The County or the Cities, through EMSD2, may request to pay for additional services, provided by the Ambulance Service Contractor, which the City of Vancouver will consider in good faith and approve at its discretion.

c. If the County or any one of the Cities breaches Section 4 Termination and withdraws from this Agreement prior to its termination, the jurisdiction withdrawing agrees it will be solely responsible for paying reasonable costs associated with its early termination, including for any Service cost increase to the District from the date of termination through December 31, 2025 at 11:59:59 PM.

9. **Indemnification.**

a. *By EMSD2*. EMSD2 will indemnify, defend, and hold harmless the County or the Cities, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the District's obligations or receipt of ambulance services originating in the District under this Agreement.

b. *By the County*. The County will indemnify, defend, and hold harmless EMSD2 or the Cities, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the County's obligations or receipt of ambulance services originating in the District under this Agreement.

~~c.~~ *By the Cities*. The Cities will indemnify, defend, and hold harmless EMSD2 or the County, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the Cities' obligations or receipt of ambulance services originating in the District under this Agreement.

d. Participation / Settlement. The Parties may participate in the defense of indemnified Claims through counsel of their own choosing. The Party/Parties will

not settle any claim that affects the rights of the indemnified Party/Parties without prior written consent of the indemnified Party/Parties.

e. Notice of Claim. The Party/Parties seeking indemnification will promptly (within seven business days) notify the other Party/Parties of any Claims made by a third party.

f. Survival. The Parties' indemnification obligations will survive termination of this Interlocal.

10. **Dispute Resolution.**

a. *Initial Dispute Resolution*. In the event of a dispute between the Parties regarding the delivery of Services, the Parties' designated representatives will confer to amicably resolve the dispute within fourteen business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the County Manager on behalf of the County, and City Managers or Mayors on behalf of the Cities, and the EMSD2 Chair on behalf of EMSD2 for resolution. The decision of the County Manager, City Managers or Mayors, and EMSD2 Chair regarding the dispute shall be final as between the Parties.

b. *Mediation*. If the County Manager, City Managers or Mayors, and EMSD2 Chair are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. The Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

c. *Claims*. The Parties may bring any claim regarding this Interlocal in Superior Court in Clark County if they are unable to resolve the dispute under Section 11A or 11B. The Parties will pay their own costs and fees, including attorneys' fees related to any Superior Court claim.

11. **Notices.** All notices under this Interlocal shall be hand delivered, emailed with confirmation of receipt, or mailed in the U.S. Mail, postage paid with return receipt and effective on the delivery date. Any party may change its address for notices at any time by providing notice in writing to the then current address.

Clark County and District:

Clark County/EMS District #2
Attn: County Manager
P.O. Box 5000
1300 Franklin
Vancouver, Washington 98660
Kathleen.Otto@clark.wa.gov

City of La Center:

City of La Center
Attn: City Mayor
210 East Fourth Street
La Center, WA 98629
tstrobehn@ci.lacenter.wa.us

City of Battle Ground:

City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604
Kris.Swanson@cityofbg.org

City of Ridgefield:

City of Ridgefield
Attn: City Manager
P.O. Box 608
Ridgefield, WA 98642
steve.stuart@ridgefieldwa.us

City of Woodland:

City of Woodland
Attn: City Mayor
230 Davidson Avenue
Woodland, WA 98674
dinehartt@ci.woodland.wa.us

12. **Amendment.** Any changes to the Interlocal shall be made as mutually agreed amendments, which must be in writing and signed by all parties to be effective.

13. **Governing Law.** This Interlocal shall be governed by the laws of the State of Washington. Venue for any litigation shall be Superior Court located in Clark County, Washington in accordance with RCW 36.01.050.
14. **Severability.** If a court with jurisdiction over the matter determines that any clause of this Interlocal is found to be contrary to law or public policy or is unenforceable, it shall strike the clause and the remainder of the Interlocal will remain in full force and effect.
15. **Interlocal Execution and Filing.** This is an Interlocal entered into pursuant to Chapter 39.34 RCW. The governing body of each Party shall authorize the Agreement, which sets forth the purposes, powers, rights, objectives, and responsibilities of each Party. Its purpose is set forth in Section 1 Purpose. Its duration is as specified in Section 3 Term. Its manner of financing is set forth in Section 8 Financial. Its method of termination is set forth in Section 4 Termination. No property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination. Upon execution, the Clark County Clerk to the Council will cause a copy of this Agreement to be posted on the County's website pursuant to RCW 39.34.040.
16. **Entire Agreement.** This Interlocal, together with its exhibits, is the entire agreement between the District, the County and the Cities and supersedes all other agreements between them whether written or oral in nature.

IN WITNESS THEREOF, the parties agree to enter this Interlocal Agreement by their duly authorized signatures below as of November 4, 2024. The term of this Interlocal Agreement begins on January 1, 2025, 12:00:00 AM.

CITY OF BATTLE GROUND

Kristina Swanson

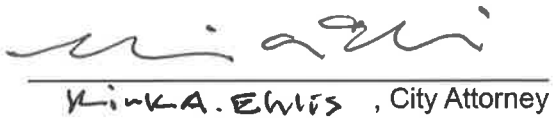
Attest:

Elizabeth Halili

Kris Swanson, City Manager

Elizabeth Halili, City Clerk

Approved as to form:



KIRKA. EWIS , City Attorney

CITY OF LA CENTER

Attest:

Tom Strobehn, Mayor

Maria Swinger-Inskeep, City Clerk

Approved as to form:

, City Attorney

CITY OF RIDGEFIELD

Attest:

Steve Stuart, City Manager

Julie Ferriss, City Clerk

Approved as to form:

, City Attorney

CITY OF WOODLAND

Attest:

Todd Dinehart, City Mayor

Amanda Hougan, City Clerk

Approved as to form:

, City Attorney

CLARK COUNTY

Attest:

Gary Medvigy, Chair

Rebecca, Messinger, Clerk to the Council

Approved as to form:

Leslie Lopez, Chief Civil Deputy Prosecuting Attorney

EMERGENCY MEDICAL SERVICE DISTRICT #2

Attest:

Sue Marshall, Board Chair

Rebecca, Messinger, Clerk to the Council

Approved as to form:

Deborah Wechselblatt, Senior Deputy Prosecuting Attorney

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101766

This Services Agreement (the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (the "City") and American Medical Response Northwest, Inc., a Delaware corporation (the "Contractor"). The City and Contractor may be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, as an exercise of its police powers, the City has declared it is in the public interest, for the protection of the health, safety, and welfare of the residents of the City and its environs to provide the highest level of sustainable, reliable, and flexible emergency medical services that are reasonably possible throughout the term of this Agreement; and

WHEREAS, the City desires to engage the CONTRACTOR to provide the services set forth in this Agreement and other related services on an as-needed basis. CONTRACTOR has agreed to perform the professional services pursuant to the City-issued Request for Proposal No. 11-24 ("RFP"), CONTRACTOR's proposal to the RFP, and City Council's approval of Staff Report No. ###-## on Date; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the Work, as defined in the Agreement, in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1. Definitions:

"Advanced Life Support" or "ALS" - Invasive medical services requiring advanced emergency medical assessment and treatment skills as defined by Chapter 18.71 RCW.

“Advanced Life Support Ambulance” or “ALS Ambulance” - Any ambulance staffed with two staff members that is capable of delivering ALS level services. One of those staff members must be licensed and certified to practice as a Paramedic in Washington State and Clark County. The other staff member must be certified to practice as an Emergency Medical Technician (“EMT”) or a Paramedic in Washington State and Clark County. EMT and Paramedic are defined below.

“Applicable Law” means all federal, state, and local laws, rules, and regulations applicable to Contractor or City in the performance or receipt of the Services.

"Basic Life Support" or "BLS" - Noninvasive medical services requiring basic medical treatment skills as defined by Chapter 18.73 RCW.

“Basic Life Support Ambulance” or “BLS Ambulance” - Any vehicle licensed as a BLS transport ambulance that meets all staffing and other requirements of a BLS ambulance.

"Base Rate" - The total rate minus mileage as stated in Appendix B.

"Consumer Price Index" or "CPI" - The Consumer Price Index for All Urban Consumers (CPI-U) Seattle/Tacoma/Bellevue as maintained by the United States Department of Labor.

"Contract Administrator" – The City of Vancouver Chief Financial Officer is the Contract Administrator. The Contract Administrator oversees full compliance of all contractual provisions, is a signatory on all contractual documents and makes the final determination on any disputed items. All references to the Contract Administrator also includes the City Manager.

"Contracted Service Area" or "CSA" - The combined geographic area within the City; and within the portion of unincorporated Clark County that includes Fire District 5, as shown on Appendix D - "CSA - Map" attached and incorporated by reference.

"County" - Clark County, Washington.

"Emergency Ambulance" is defined as a transport capable ambulance that responds to requests for emergency medical services and that is staffed with at least one Paramedic and one EMT or two EMTs.

"Emergency Medical Services" or "EMS" - Medical treatment and care rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst provides analysis and data included in Contractor's reporting, billing, and audit requirements.

"Emergency Medical Technician" or "EMT" - A person who is authorized to render emergency medical care pursuant to RCW 18.73.081 under the responsible supervision and direction of an approved medical program director, which may include participating in an emergency services supervisory organization or a community assistance referral and education services program established under RCW 35.21.930, or providing collaborative medical care if the participation or provision of collaborative medical care does not exceed the participant's training and certification.

"Emergency Response Zone" or "ERZ" - A zone that is designated as high-call density ("A" or urban) or low-call density ("B" or suburban). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response.

"First Responder" - A person who is authorized to render emergency medical care as defined by Chapter 18.73 RCW.

"IDLH" - Immediately dangerous to life and health.

"Incident Commander" or "IC" - The applicable emergency services incident commander.

"Mileage Charge" or "MC" - The maximum amount charged per mile for the transport of patients originating within the Contracted Service Area.

"Medical Call-Taker" or "Emergency Medical Dispatcher" - A person in the employ of or acting under the control of a private or public agency who receives calls requesting Emergency Medical Services and administers emergency medical dispatch protocols approved by the Medical Program Director.

"Medical Program Director" or "Director" or "MPD" - The Medical Program Director for Clark County certified by the Secretary of the Department of Health pursuant to chapter 18.71 RCW.

"Minor Breach" - A determination by the Contract Administrator that Contractor has failed to perform in accordance with the provisions of the Agreement, other than a default or breach as set forth in Table 1 (Response Times), as stated in Appendix B or applicable local, state, or federal law. The City may impose liquidated damages for minor breaches as stated in Appendix B.

"Monthly Compliance Report Due Date" - The 15th day of any month, unless otherwise specified in writing.

"Operations Manager" - The assigned COV Fire Chief, or their designee. The Operations Manager oversees all operational aspects of this Agreement.

“Paramedic” - means a person who has been trained in an approved program to perform all phases of prehospital emergency medical care, including advanced life support, under written or oral authorization of an MPD or approved physician delegate, examined and certified by the secretary under chapter 18.71 RCW pursuant to WAC 246-976-010.

"Patient" - Any person who is injured, sick, incapacitated, or otherwise defined by the Medical Program Director, and requires medical treatment and emergency medical services care.

Non 9-1-1 (“Routine”) - A 7-digit medical request that does not meet the Medical Program Director's 9-1-1 transfer protocols.

"System Standard of Care" or "Standard of Care" - The combined compilation of all standards for prehospital medical care including but not limited to priority dispatching protocols; pre-arrival instruction protocols; medical protocols (i.e. first responders and ambulances); protocols for selecting destination hospitals; standards for certification of prehospital care personnel (i.e. medical call-takers, first responders, EMTs, and on-line medical control physicians); standards for permits (i.e. ambulances, first responder units, helicopter rescue units, and special use mobile intensive care services); response time standards; standards governing on-board medical equipment and supplies; and standards for licensure of ambulance services and first responder agencies. The Standard of Care serves as both a regulatory and contractual standard of care and performance.

"System Status level Zero" - No ambulance is currently available for emergency response.

"Time Call Received" - The moment at which the control center first obtains the first two pieces of information (i.e. the patient location and Medical Priority Dispatch System “MPDS” Determinant/Response) from the caller and/or Clark Regional Emergency Services Agency (“CRESA") 9-1-1 and enters that information into the Computer Aided Dispatch (CAD”). For scheduled responses "scheduled pick-up time" means "time call received" for the response time calculation.

2. **Scope of Work:** The Contractor shall provide the City all services and materials set forth below, and as further described in the City’s RFP, and the Contractor’s responsive proposal to the City’s RFP, (collectively, the “Work” or the “Services”). The RFP and Contractor’s responsive proposal to the RFP form part of this Agreement and in the event of a conflict between them will be interpreted in accordance with the Order of Precedence.

   All Work must be authorized and approved by the City’s Project Manager before any Work can begin. The Contractor shall approach the Work in a manner consistent with its usual customary

business practices in compliance with this Agreement and Applicable Law. Contractor shall actively seek collaborative input from applicable City staff.

3. **Exclusive Emergency Service Provider in the CSA**: The Contractor shall be the exclusive Emergency Ambulance provider authorized by the City in the awarded CSA to provide ground ambulance services. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to the Contractor or its subcontractor. The Parties will agree in a written amendment to add ALS and BLS transport service to any areas that become the responsibility of the City through annexation, consolidation, or other agreement during the Term of the Agreement.

4. **Term of Agreement**: The term of this Agreement shall commence at 12:01 a.m. on January 1, 2025, and continue until December 31, 2029. Unless directed otherwise by the City in writing, Contractor shall perform the Work in accordance with any schedules made a part of this Agreement.

   If Contractor is deemed to be substantially in compliance with the specifications defined in Agreement in the City's sole discretion, the City may, after seeking a recommendation from the City Council, grant a renewal term of the Agreement for up to five additional years, not to exceed a total term of ten years. Following approval from City Council, the City shall make the offer of extension by formal written notice to the Contractor at least eighteen months prior to the scheduled end of the term of the Agreement, which Contractor will accept or reject within thirty days. If City Council does not grant approval to renew the Agreement, City will notify Contractor within fifteen days of City Council's decision.

ARTICLE 2
CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

Contractor shall provide Emergency Ambulance services, as requested by the City's designated public safety dispatch center (CRESA), in the area described. Contractor shall perform the Services in compliance with the Agreement and law pursuant to Article 12.7. Contractor shall solely determine the laws, rules, and regulations that apply to the Services. Contractor shall work cooperatively with the Contract Administrator in performing the Services.

1. **Basic Services -** In consideration of the City's referral to Contractor of Ambulance Service requests originating in the CSA and other good and valuable consideration, Contractor shall perform the following Services to the full satisfaction of the City:

   a. Contractor shall provide continuous, around-the-clock, Emergency Ambulance services for all residents and other persons physically present in the CSA, without interruption

throughout the term of the Agreement, at the ALS or BLS level. To ensure Contractor can access properties in certain gated communities at any time, City will provide a copy of the Vancouver Fire Department Master Key (see VMC 16.04.136) on all Contractor ambulances.

b. Contractor shall provide Emergency Ambulance services without regard to the patient's ability to pay and without regard to race, color, creed, national origin, citizenship or immigration status, sex (including pregnancy, sexual orientation, gender, and gender expression or identity), age, marital status, the presence of any sensory, mental, or physical disability, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability, or as otherwise required by Applicable Law.

c. The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.

d. Contractor may be asked to participate in pilot or research programs that the Parties may authorize from time to time. The EMS Program Analyst may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the Parties and executed by the City Fire Chief and Contractor.

2. Services Description – The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses.

The Contractor shall be the sole Emergency Ambulance provider authorized by the City to provide ground ambulance services in the awarded CSA covered under the RFP. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to Contractor or its subcontractor. Contractor may subcontract services only as provided in the Agreement with prior written approval via the City contract amendment process as set forth in the Agreement.

If the Contractor receives a 7-digit request for service, and during the approved triage process the event is determined to have a medical acuity of Priority 1-6:

a. If the responding fire agency normally responds to this level of event, the Contractor shall immediately forward the event to CRESA 9-1-1 and respond as required by the Agreement.

b. If the responding fire agency does not respond to this level of event, the Contractor shall respond as required by the Agreement.

c. Any 7-digit request for service received by the Contractor with an acuity of Priority 1-6, is considered as a “Calls originating from 9-1-1" as noted above.

If a qualified medical provider uses the Contractor’s 7-digit number to request service and directs an immediate response, the Contractor shall respond as if the event was triaged with acuity of Priority 1-6 and according to the direction of the qualified medical provider.

ARTICLE 3
CLINICAL

The City’s goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in those sources.

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced, and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.

The current level of the scientific research and the large number of variables outside the EMS system’s control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Contractor shall fulfill any metric established by the Medical Program Director (MPD) office, in conjunction with the Contractor which may include metrics for stroke, STEMI, ACS, cardiac arrest, trauma, Washington State KPIs, and National EMS Quality Alliance (“NEMSQA”) guidelines. Failure to comply with the MPD to meet these metrics may result in Contractor's breach under the Agreement. The City anticipates that the MPD office, in conjunction with the Contractor will develop specific clinical metrics in the future.

1. **Medical Oversight** - The Medical Program Director (MPD) provides medical oversight for all county participants in the EMS System. MPD duties are required by statute RCW 18.71.212 and are described in WAC 246-976-920.

   a. **Medical Protocols -** Contractor shall comply with medical protocols and administrative policies established by the City, as well as other requirements and standards established by the MPD and the State of Washington.

      Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

      MPD may review and update medical protocols on a periodic basis with input from system participants.

   b. **Direct Interaction with Medical Control** – Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's MPD, base hospital physicians and the City's clinical oversight staff on all issues related to patient care. Contractor will conduct all interactions in a timely manner.

   c. **Medical Review/Audits** - Contractor is required to participate in MPD's continuous quality improvement (CQI) process. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines and to continually improve patient care and system performance. Evaluation of a random sampling of patient contacts provides a measure of the clinical care Contractor provides and enables MPD to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. Contractor shall participate in continuous review of identified key performance indicators, focused review of specific clinical topics, and random sampling as directed by MPD. Contractor shall comply with the MPD audit/review process and initiate process measurement, and improvement activities based on the results of the audit/review immediately following receipt of results of any audit or review.

      As part of CQI processes or incident investigation, MPD may require that Contractor personnel attend a medical audit. Contractor personnel, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but shall maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the MPD.

d. Patient Surveys – Contractor shall conduct patient satisfaction surveys at random on at least ten percent of all patients transported in a given year of the Agreement. Contractor shall evenly space surveys throughout the year and shall provide summaries to the EMS Program Analyst quarterly. Contractors shall provide an annual summary report within thirty days of the end of each year of the Agreement.

2. Minimum Clinical Levels and Staffing Requirements

a. Organizational Staffing - Contractor shall have sufficient dispatchers, drivers, supervisors, support staff, (EMTs) and Paramedics to comply with the terms of this Agreement. Personnel shall wear uniforms at all times. Uniforms shall exhibit a professional appearance at all times, and reflect the trust and integrity required for Contractor to provide the services under this Agreement.

b. Field Supervision – Contractor shall provide twenty-four-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs; have a dedicated vehicle to respond on all high profile calls; lead, inspire and recognize quality performance; teach and reinforce clinical policies and procedures; serve as a critical resource; coordinate clinical documentation and data collection; and assist with in-house Continuing Medical Education and Quality Improvement Programs requested by City or MPD.

Contractor will authorize the field supervisor to act on its behalf in the management of day-to-day operational matters. Contractor will ensure field supervisor is capable of this level of operational management.

Contractor will ensure field supervisory staff have completed and passed FEMA ICS 100, 200, 300 & 400, NIMS 700 & 800 courses.

c. Ambulance Staffing Requirements - Contractor shall furnish at least one Paramedic, and one EMT (or higher-level certification) per ALS ambulance throughout the term of the Agreement. The Contractor shall furnish at least two EMTs (or personnel with higher-level certification) per BLS ambulance throughout the term of the Agreement.

d. Personnel Licensure and Certification and Training Requirements - Contractor shall ensure its personnel are licensed, accredited, and credentialed, as required by Applicable Law to practice in Washington State and Clark County under the MPD's requirements before providing emergency medical response under the Agreement.

In addition, each Contractor Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulances by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association or Red Cross CPR (one and two person, FBAO infant, child, and adult conscious and unconscious, plus AED) or MPD approved program,
- Advanced Cardiac Life Support (ACLS) or MPD approved program,
- Handtevy pediatrics training or MPD approved pediatric program, and
- Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS) or MPD approved program.

In addition, each Contractor EMT or Advanced EMT (AEMT) will obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulance by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association (Heart Code BLS) or Red Cross (BLS CPR) or MPD approved program.

In addition, the Contractor shall commit to lead and non-lead personnel being trained in Weapons of Mass Destruction Awareness. Finally, each lead technician shall be certified in ICS 100 and 200, and each non-lead technician shall be certified in ICS 100. Contractor shall ensure all certifications or training are complete within three months of the first day that Services are provided or of employment.

Contractor shall maintain copies of current and valid licenses and/or certifications of all emergency medical Personnel performing Services under this Agreement and provide copies to the EMS Program Analyst immediately upon request. In addition, Contractor shall provide the EMS Program Analyst with an executed Affidavit of Compliance to this effect annually within thirty days of the end of each year of the Agreement.

3. Additional Training Required; Method Required – In addition to required certification and training pursuant to Section two of the Agreement, Contractor shall train its personnel as follows and will provide web-based training via a platform or other resource ensuring the timely training of all personnel.

a. Required Trauma Training – Contractor shall staff each ALS ambulance with a minimum of one Paramedic certified in Prehospital Trauma Life Support (PHTLS), or the

advanced level of International Trauma Life Support (ITLS) or MPD approved program. Contractor shall maintain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified Paramedics performing Services under this Agreement.

Contractor shall ensure its Paramedics obtain certification in PHTLS, or the advanced level of ITLS or MPD approved program, within three months of hire or execution of this Agreement.

b. Company and EMS System Orientation and On-Going Preparedness – Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the City and in applicable surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

c. Preparation for Multi-casualty Incident and Active Threat Events – Contractor shall train all ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics in their respective roles and responsibilities under the Clark County EMS MCI protocol and prepare them to function in the medical portion of the City's Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

d. Assaultive Behavior Management Training – Contractor shall provide ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult incidents on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

e. Driver Training – Contractor shall maintain an on-going driver-training program for ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics. Contract Administrator may review and approve the program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on personnel performance reviews and compensation, etc.) upon execution of the Agreement and annually. Contractor will ensure personnel are trained and proficient in driver training skills upon hiring and require an

annual training refresher and skill confirmation. Additionally, Contractor shall ensure each driver is knowledgeable of the CSA geographic area and is able to read maps prior to driving any ambulance units.

f. Infection Control – Contractor shall create an operational framework focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure. Contractor shall maintain a documented biological pandemic response plan that is approved by the MPD.

g. Critical Incident Stress Management and Peer Support – Contractor shall establish a repetitive stress and critical incident stress action plan along with a peer support program, which must include an ongoing stress reduction program for Contractor personnel and access to trained, experienced, and culturally competent professional counselors. Contractor shall submit plans for these programs to the EMS Program Analyst for approval.

h. Homeland Security – Contractor and its personnel shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the City for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

i. Medical Confidentiality Compliance – Contractor shall provide initial and ongoing training for all personnel regarding compliance with Ch. 70.02 RCW, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

j. OIG Compliance – Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the Office of Inspector General (OIG), U.S. Department of Health and Human Services Compliance Program Guidance for Ambulance Suppliers. This training is one component of the Compliance Plan required of the Contractor.

k. City – Vancouver Fire Department (VFD) Orientation (all, and new hire) - Contractor shall require its personnel to attend a one-time, 2-hour orientation to the City and VFD. Following execution of the Agreement VFD will provide a facility, instruction, and a recording at its cost. Contractor shall pay any Contractor personnel wages that accrue during this orientation. VFD will provide a recorded orientation training for later hired personnel to view.

City shall provide Contractor with all written Standard Operating Procedures ("SOPs") pertaining to this Agreement on or before December 1, 2024. Upon receipt, Contractor

shall copy and provide all personnel with a bound and electronic copy of the SOPs. Contractor shall require all personnel to sign an acknowledgement indicating they have read the SOPs, understand their provisions, or agree to seek clarification, and agree to follow them.

l. City Annual Refresher - Contractor shall require its personnel to attend an annual, 2-hour refresher orientation to the City and VFD. The refresher training will focus on crew resource management and joint policy review. VFD will provide a facility and instruction at its cost Contractor shall pay any Contractor personnel wages that accrue during this training.

m. Mass Casualty Incident (MCI) and Active Threat Drills-Exercise - Contractor shall participate in annual, MCI and Active Threat drills.

n. Incident Command System (ICS) – Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel have successfully completed IS700. Contractor shall conduct such ongoing training so as to maintain proficiency for all Contractor personnel. Contractor agrees to allow the City to participate in annual ICS trainings with Contractor's applicable personnel.

o. Hazardous Materials Training - Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel working in the field are trained to the minimum requirements for federal hazardous materials laws, 29 CFR 1910 Subpart H. Contractor shall conduct ongoing training as necessary to maintain proficiency for all Contractor operations personnel.

p. Preceptor programs – Contractor and the City shall participate in and assist each other in normal prehospital Paramedic preceptor programs.

4. **Low Acuity Call Screening (Nurse Navigation Program)**. Contractor will provide personnel for its Nurse Navigation Program. Where referred by CRESA 9-1-1, subject to MPD protocols, these personnel will direct persons with low acuity complaints to alternative care when medically appropriate.

5. **Equipment and Supplies** - Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard.

   Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the City, as managed by VFD. City may consider exceptions in its discretion and in compliance with Applicable Law.

Contractor shall provide specific bariatric equipment (e.g. power-lift gurneys, a bariatric ambulance, transfer tarps, etc.) and personnel training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting patients.

6. **Clinical Innovation and Pilot Programs -** Contractor shall routinely work with the City to identify data-driven service innovations and pilot programs to elevate the level of clinical care. These innovations may include:

   a. **Telemedicine -** Working with the City and a Nurse Practitioner (NP) / Physician's Assistant (PA), patients can be seen in their homes. With the assistance of the NP/PA, Paramedics can treat patients in their homes and consult via mobile devices with the practitioner.

   b. **Expanded Scope Paramedics** - "Expanded Scope Paramedics" refers to Paramedics who go beyond the traditional focus of emergency response. They may take on additional duties and responsibilities, providing a wider range of healthcare services in both emergency and non-emergency settings. This could include such things as administering more complex medications, perform advanced procedures, and assisting in managing chronic conditions by engaging in preventative care, public health education, and home visits to manage or monitor high-risk patients.

   c. **Alternate Destination Transport -** There are now alternate destinations that patients can be transported to instead of the ER based on clinical diagnoses. Some of these destinations can include behavioral health facilities, detox centers, or urgent cares for Non 9-1-1 ("Routine") or non-emergency injury or illnesses.

   d. **Have the ability to coordinate and/or provide non-emergent alternative transportation (i.e., Lyft)** - During a pilot phase that City and the Contractor agree on, Contractor will not be required to adhere to performance standards if the program is not successful.

7. **Participation In System Development and Future System Enhancements** – The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contactor shall actively participate in regional EMS activities and work groups. Contractor shall participate and assist in the development of system changes subject to negotiated costs, if any.

   During the term of the Agreement, the Contractor shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to communications center nurse navigation systems, clinical computerized decision support systems, community Paramedic programs, alternative destination procedures, treat no transport protocols and field telehealth use. All services, solutions and programs shall be medically guided, approved by the City, and shall have a comprehensive evaluation process to assess patient outcomes to ensure personnel and patient safety. Any solution requiring communications center systems if implemented, shall use EMD protocols and shall be approved by the City.

8. **Community Health Status Improvement Initiatives -** The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is the City's expectation that the Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

   Contractor shall annually undertake at least one significant project that demonstrably improves the health status of the community.

   Health status improvement programs targeted to "at risk populations" may include but are not limited to seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 9-1-1 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, home hazard inspection program.

ARTICLE 4
OPERATIONS

1. The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements to the level of service provided in the City and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.

   a. **Emergency Response Zones** - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Appendix D.

b. All Emergency Calls. Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system in the CSA as well as those emergency calls received through means other than 9-1-1.

c. Non 9-1-1 ("Routine") Calls – Contractor may respond to ALS and BLS Non-9-1-1 ("Routine") within the CSA. Contractor will not go below threshold level 2 for Non-9-1-1 ("Routine") transports.

d. Primary Response to Isolated Peripheral Areas of the CSA - While the Contractor shall respond to all 9-1-1 calls originating in the City, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. City agrees mutual aid responses will not be counted for response time compliance.

e. Substantial Liquidated Damages for Failure to Respond - Contractor shall deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches to meet the performance requirements in this Agreement. If Contractor "Fails to Respond" with an ambulance to an emergency medical call within sixty minutes of notification from the PSAP, the City will assess liquidated damages as stated in Appendix B. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of "Failure to Respond" include the: 1) Failure of dispatch to notify a crew to respond to a request for ambulance services; 2) Failure of a crew to respond to a request from dispatch; and 3) Diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

2. Transport Requirement and Limitations - Contractor shall respond to all emergency medical requests in the CSA and provide ambulance transport if medically indicated in accordance with established protocols, subject to (a)(b) below.

a. Destinations – Contractor shall transport patients from all areas of the CSA, in accordance with the MPD's Destination Protocols.

b. Prohibition against Influencing Destination Decisions – Contractor and its personnel shall not influence or attempt to influence a patient's destination selection. If a patient requests a destination other than Contractor's intended destination, the request must be honored except where the patient's health may be jeopardized by potential delay or a specific MPD Destination Protocol dictates otherwise.

3. **Response Time Performance Requirements -** "Response Times," as defined below in Response Time Measurement Methodology, are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the City will not limit the Contractor's flexibility in the methods of providing ambulance service. This choice is based upon the Contractor's commitment to conform to the Response Time standards set forth below (the "Response Time Standards"). Therefore, an error on the Contractor's part in one phase of its operation (e.g., ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g., clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore, is solely the Contractor's responsibility. Response Times shall be measured in minutes and seconds, from the moment of "Time Call Received" until "At Scene" by the first arriving ALS or BLS ambulance. The Contractor will work with CRESA to ensure that the Contractor's dispatch clocks are synchronized to the area PSAP.

   a. **Description of Call Classification** – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," and "Non-Emergent (Priorities 5 and 6),", all as set forth in Table 1. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD.

   b. **Response Time Performance Requirements -** The two ERZ's -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 1. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 1. Contractor shall submit Response Time Standards breaches to the EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

      i. **Time Life Priority Response Priority** - Priority 1 & 2 responses are defined based on the MPDS, or protocols as determined by the MPD.

      The Contractor shall place an Emergency ALS Ambulance on the scene of each Time Life (Priority 1 &2) assignment (as designated by CRESA) within the specified Response Time for that ERZ, for at least 90 percent of all Time Life (Priority 1 &2) response requests in any calendar month of the Term.

      The applicable Response Time performance requirements for the ERZ are specified in Table 1.

For every presumptively defined Time Life emergency call exceeding the Response Time Standard defined in this Agreement, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence. Contractor shall provide a report with this data to the City promptly upon request.

ii. **Emergent Response** - Priority 3 & 4 responses are defined based on the MPDS, or protocols as determined by the MPD.

The Contractor shall place an Emergency ALS Ambulance on the scene of each Emergent (Priority 3 & 4) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Emergent (Priority 3 & 4) response requests in any calendar month of the Term.

iii. **Non-Emergent Response** - Priority 5 & 6 responses are defined based on the MPDS, or protocols as determined by the MPD.

Contractor shall place an Emergency BLS or ALS Ambulance on the scene of Non-Emergent (Priority 5 & 6) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Non-Emergent (Priority 5 & 6) response requests in any calendar month of the Term.

c. Remote Response - A small portion of the CSA falls outside the high or low density ERZ. Contractor shall perform using its best effort in these areas. However, Contractor shall immediately dispatch the closest unit available for time life Priority 1 & 2 responses in these areas and will not divert the assigned unit. City agrees remote response is exempt from response time requirements.

d. Lift Assists, Non-Emergency (Priority 5 & 6)– Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6).

e. Summary of Response Time Requirements - Table 1 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	**Time Life Priority ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 9:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 3 & 4	**Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 12:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 5 & 6	**Non-Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	*≤ 17:59 mins*	*≤ 29:59 mins*	*Best Effort*

4. **Notification of Delays for Non-Emergency Responses** - Whenever emergency ambulance response volume necessitates temporary delays in non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting non-emergency services.

5. **Response Time Measurement Methodology** – Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 1 above.

   The Response Time Standard measurement methodology employed significantly influences operational requirements for the EMS system. Therefore, the City refers to the following definitions to determine if Contractor meets the Response Time Standard in any particular month:

   a. **Call Receipt** - The Contractors' Response Time clock begins at "Call Receipt," which means the time when the Contractor's dispatch center receives adequate information to identify both the location of the call and the MPDS priority level.

   b. **At Scene** - "At Scene" means the time the first emergency ambulance of appropriate service level arrives and notifies the control center of the place where the ambulance will

be parked while the crew exits to approach the Patient (this is also known as "at address"). At Scene does not include a supervisory or other non-transport capable unit. In situations where the Emergency Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or wilderness locations), At Scene means the time the Emergency Ambulance arrives at the designated staging location or nearest public road access point to the patient's location. At Scene documentation occurs through either Mobile Computing Devices ("MDC"), Automatic Vehicle Locators ("AVL") or voice.

c. Response Time Intervals - The Response Time means the interval, in exact minutes and seconds, between the Call Receipt time and "At Scene" time, when the first ALS or BLS ambulance arrives, or the time a call is cancelled by the applicable CSA agency.

d. Failure to Report at Scene Time - In instances when ambulance crews fail to report and document At Scene time, the time of the next communication between dispatch and the ambulance crew shall be used as the At Scene time. However, Contractor may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e. Calculating Upgrades, Downgrades, Turn-around and Canceled Responses - From time-to-time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and liquidated damages for non-compliance will be as follows:

i. **Upgrades -** If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 3 to Priority 2), Contractor's compliance and liquidated damages will be determined based on the shorter of:
   a) Time elapsed from ambulance assigned to time of upgrade plus the higher priority Response Time Standard; or
   b) The lower priority Response Time Standard.

ii. If an assignment is upgraded prior to the arrival on scene of the 9-1-1 BLS Ambulance (e.g. from BLS call to an ALS call), Contractor's compliance and liquidated damages will be determined based on meeting the higher priority response time standard from the point of upgrade to arrival.

iii. **Downgrades -** If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 3), Contractor's compliance and liquidated damages will be determined by:
   a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or

b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply.

iv. **Canceled Calls -** If an assignment is canceled prior to arrival on the scene by the Emergency Ambulance, Contractor's compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled, if that time was greater than the time allowed for that ERZ. Calls that are canceled prior to arrival within the applicable response time will be counted and included as on-time in the monthly compliance reports.

v. **Reassignment enroute -** Time life priority calls will take precedence over lower priority calls. If an Emergency Ambulance is reassigned enroute or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and liquidated damages will be calculated based on the assigned priority of the initial or the upgraded priority – whichever is shorter. The Response Time clock will be restarted at time of diversion for the original call, until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted. (e.g. Ambulance "A" is dispatched to incident "1", a priority 4 event. En-route, Ambulance "A" diverts to incident "2". Ambulance "B" is then dispatched to incident "1". The time stamp for response time calculation for incident "2" starts at the time Ambulance "A" is diverted to incident "2." The time stamp for response time for incident "1" starts at the time of diversion for the replacement unit.")

f. Response Times outside Primary Service Area are excluded – The Contractor will not be held accountable for Emergency Response Time compliance for any assignment originating outside the CSA. Responses to requests for service outside the CSA area will not be counted in the total number of calls used to determine compliance.

g. Each Incident a Separate Response - Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

h. Response Time Compliance for Individual Emergency Response Zones - Response time requirements for the two Emergency Response Zones shall be reported and measured independently for compliance purposes. Specifically, all responses in the CSA in both zones are included in calculation of liquidated damages for emergency responses.

i. Maintaining Response Times - The City recognizes that Response Times standards are largely based upon call and population densities within the service area. In developing

Response Time Standards, the City has established 2 call density zones, low density, and high density, for Response Time compliance measurement.

Contractor shall maintain response levels at the highest possible level of compliance throughout each month regardless of whether Contractor will meet minimum levels of compliance in any month. Contractor shall use best efforts to minimize variations or fluctuations in response time performance according to the day of week, or week of month.

The City may periodically review any specific area or time frame within the month to identify if there are pockets of variable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Contractor will report its mitigation strategy to City within 10 business days.

6. **Response Time Exceptions and Exception Requests** – The Contractor shall maintain mechanisms for backup capacity or reserve its production capacity to increase production when a temporary system overload persists.

   Contractor shall include every request from CRESA in its monthly calculation of compliance with the Response Time Standards.

   "Unusual System Overload" means 200 percent of the CSA average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. Contractor will provide this calculation to City within 30 days of the end of each year of the Agreement.

   Contractor may not request a Good Cause exception for patient transfer delays at receiving facilities.

   City will not grant exceptions for the following: equipment failure, traffic congestion not caused by the applicable incident, ambulance failure, lost ambulance crews (whether by accident or otherwise), or other causes within the Contractor's control in City's discretion.

   Exceptions may be requested for the following situations. Each situation has a defined protocol for determining whether the City will grant an exception. The City will share the protocol with the Contractor, if requested.

   a. **Multi-casualty Disaster** - The Response Time requirements may be suspended at the sole discretion of the EMS Program Analyst during a declared multi-casualty incident, medical advisory, or disaster in the CSA or during a declared disaster in a neighboring jurisdiction

to which ambulance assistance is being provided by as approved by the Operations Manager.

b. Severe Weather - Requests occurring during a period of unusually severe weather conditions; such response time compliance is either not reasonably feasible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. For the avoidance of doubt, unusually severe weather condition means a snowstorm, ice storm, flooding, fog, severe thunderstorms, including hail or other similar weather events. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify, the Contractor must provide sufficient documentation of an incident report filled out by the crew stating severe weather with confirmation by the weather service, or third party acceptable by the City, supporting such conditions. Reasonable effort must be shown by the Contractor that mitigation measures were employed (i.e., additional unit hours added) if an advance weather warning was issued by the weather service.

c. Disasters - Requests during a disaster confirmed by the City, locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to simultaneously maintain coverage within the CSA while providing disaster assistance as needed. Upon resolution of the disaster event, the Contractor shall apply to the EMS Program Analyst for retrospective relief from late-run liquidated damages accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter; and the EMS Program Analyst shall not unreasonably withhold approval of such request.

d. Local Hospital Divert - The City recognizes that when Clark County hospitals go on ambulance divert, the result may cause an increased transport distance that places demand on the system beyond the Contractor's control. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify the Contractor must provide sufficient documentation showing the impact on unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

e. Multiple Patient Scenes - Requests that result from a response to and transport from multiple patient scenes requiring the utilization of three or more ambulances at a single incident. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs only when a sufficient number of available ambulances were in the system at the time of the multiple patient incident within the CSA and no units were assigned outside the CSA.

f. Access - The City recognizes three specific conditions that limit access to the location of a call are beyond the Contractor's control. Specific conditions are limited to a) Contractor access blocked by train without an alternate route with equal or superior time of travel and

without railroad crossing; b) Contractor slowed by following first responder unit to scene of call; c) Construction if not previously known by Contractor, or if known, the Contractor did not have reasonable means mitigate its impact. To qualify the Contract must provide sufficient documentation showing one of the three conditions listed above occurred.

g. Ambulance Divert - An ambulance divert is defined as a responding ambulance being re-assigned to a more urgent call where a second ambulance being sent to the initial less urgent call has a late arrival time. An exemption may be considered if the following conditions are met a) Only units enroute to calls triaged as Priority 3, 4, 5 or 6 responses are diverted to higher priority calls; b) The diversion from the 9-1-1 call may occur only with the first diverted unit; and c) Documentation for eligibility includes the location of the available ambulances, responding ambulance and the diverted ambulance.

h. Multiple Ambulances - In cases where multiple Emergency Ambulances are dispatched to a single incident, the first arriving ambulance shall "stop the clock," and response times of later-arriving units shall be excluded for response time statistics and late-run liquidated damages.

i. Interstate Bridges on State Border - Responses to the northbound lanes of the Interstate bridges of I-5 and I-205 shall not be included in the response time calculations.

j. Good Cause – The EMS Program Analyst may allow, with Contract Administrator approval, exceptions to the Response Time Standards for good cause as determined in their sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).

k. Third Alarm - The EMS Program Analyst may allow exceptions where a third alarm has been initiated and control over Contractor's resources has been attained by the Department Operations Center (DOC). Documentation for eligibility shall include the timestamp of the DOC control, and the release of Contractor's resources.

l. Exception Request Procedure - It is the Contractor's responsibility to apply to the City for an exception to a required Response Time.

If Contractor determines that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the City and request that the City exclude these runs from calculations and liquidated damages. Any request must be in writing and received by the EMS Program Analyst no later than the monthly compliance report due date of the 15th, with that month's performance reports. A request for an exception received after the 15th

will not be considered. The EMS Program Analyst and/or Operations Manager will review each exception request and make a recommendation to the Contract Administrator for approval or denial. This decision shall be final.

At the sole discretion of the City, calls with extended Chute Times (the time interval from ambulance assigned to ambulance enroute) of more than 2 minutes may be excluded from consideration as exceptions.

7. **Response-time Performance Reporting Procedures and Liquidated Damages** - The Parties acknowledge and agree that substantial compliance with the terms and conditions of the Agreement is essential to providing the highest level of emergency medical services reasonably practical. Accordingly, the Contractor's failure to comply with this Agreement will result in liquidated damages for certain breaches of Contractor's obligations.

   a. Response Time Performance Reporting Requirements -

      i. **Documentation of Incident Time Intervals** - The Contractor shall document all times necessary to determine total ambulance Response Time.

         a) Time Documented: The Contractor shall document all times necessary, including but not limited to:
            i. Time call received by the dispatch/control center;
            ii. Time ambulance crew assigned;
            iii. Time enroute to scene;
            iv. Arrival at scene time;
            v. Total on-scene time;
            vi. Time enroute to hospital;
            vii. Total time to transport to hospital; and
            viii. Arrival at hospital time.

            Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.

         b) Format Recorded: Contractor shall record all times on the Patient Care Report Form (PCR) and in Contractor's CAD system. The Contractor shall provide real-time access to an interface with the CAD database and Electronic Patient Care Report Form (EPCR) database for the City to extract and corroborate Response Time performance.

c) Changes to Times: Contractor may make changes to times entered into the CAD, after the event, with documented justification. Contractor shall provide detailed notation of all errors or omissions to City and City will accept the changes in its discretion.

ii. **Response Time Performance Report** - Contractor's dispatch center shall document and report to the City, in a manner required by the City, no later than the monthly compliance report due date of the 15th.

a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
b) Contractor shall identify the causes of failures in performance and shall document efforts to eliminate these problems on an on-going basis.
c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future. A report with this data will be provided to the City on an as requested basis.

b. Liquidated Damages – Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe, or chronic deviations of Response Time compliance may constitute a default of the Agreement.

i. **Failure to Report On-scene Time** - Contractor shall pay the City liquidated damages as stated in Appendix B each time an Emergency Ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the liquidated damage may demonstrate to the satisfaction of the EMS Program Analyst an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

ii. **Failure to Comply with Response Time Requirements** - Contractor shall pay the City liquidated damages as stated in Appendix B each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for applicable responses.

iii. **Repetitive Non-Compliance** - Liquidated damages are based on measurement of response time performance for all responses within the CSA and grouped by priority level. Each geographical area is a subset, and each geographical area is further subdivided for purposes of measurement based on response time priorities as set forth in Table 1.

Contractor is required to report performance for each priority level in each ERZ and in the designated zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to the City within thirty days of being notified of repetitive non-compliance by the City. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

iv. **Additional Provisions** - The City may impose liquidated damages as stated in Appendix B. For example, the Agreement will include liquidated damages relating to the failure to provide reports and information to the City by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport.

8. **Data Management Software -** Contractor and City will collaborate to implement third-party system data monitoring and analytics software. The City will license or own the agreed-upon software at its cost. Contractor will pay any costs associated with integrating the selected tool with its systems and ensuring its ongoing raw performance data is shared with City during the Term at the City's direction and in compliance with the terms of the applicable software agreement. Contractor may propose software to City that it has determined is successful in other markets in which it participates. The Parties may mutually agree in writing to an alternative method of providing raw performance data at any time.

9. Fleet Requirement

a. The Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform the Services under this Agreement. Contractor shall pay all costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance agreements.

b. CONTRACTOR shall maintain a complete list of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers (VINs) and date of manufacture, and provide this list to the EMS Program Administrator within TEN (10) days of the Effective Date. CONTRACTOR shall report all changes to this list to the EMS Program Administrator within TEN (10) calendar days making any change to the list.

c. Contractor's ambulances shall meet the standards of Washington EMS rules and regulations, Ch. 18.71 RCW, Ch. 18.73 RCW, and WAC 246-976-260 through WAC 246-976-340.

d. Contractor's ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use.

e. Contractor shall ensure its ambulances are branded in accordance with the City's written requirements.

f. Contractor shall ensure each ambulance is equipped with GPS route navigation capabilities.

g. Contractor shall ensure each ambulance is identically configured with the capability to carry all supplies necessary to function in accordance with City requirements and regulations. Contractor shall ensure all units are equipped to function at an ALS level. The sole exception to the preceding requirement is that no BLS units will carry narcotics of any kind. Contractor shall prohibit its personnel from stocking BLS units with narcotics.

h. Contractor shall ensure each ambulance providing Services contains a City-provided Gate Key as stated in Article 2.1.a. Contractor shall attest annually that each ambulance providing Services contains a City-provided Gate Key. Contractor will return all City-provided gate keys within thirty days of termination of this Agreement.

i. Contractor shall place into service only new vehicles or vehicles that are a remount of a refurbished box onto a new chassis. However, if Contractor elects to remount refurbished boxes onto a new chassis, Contractor will ensure that during any period of service, no more than 50% of the total fleet in service at any time will consist of refurbished boxes. Contractor is prohibited from replacing the box on a particular chassis more than once during the Agreement.

j. Contractor shall provide a bariatric response unit that meets applicable state requirements and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Contractor shall equip its bariatric response unit with a 1600-lb. capacity gurney, heavy duty transfer flat, ramp system, and power winch. Contractor shall ensure the bariatric unit is available within the CSA 24 hours a day, seven days a week, 365 days a year. Contractor shall ensure identical equipment and supply configurations as the remainder of the fleet are installed on the bariatric unit. Contractor shall provide personnel with training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting bariatric patients.

k. Contractor shall have a mechanism in place to monitor driver safety during ambulance operation.

l. Contractor will remove an ambulance from service when the ambulance has reached a maximum mileage of 300,000 miles or more than 7 years from the date Contractor's vendor completes the ambulance modification. Contractor may request an exception in the event there are delays in end-stage ambulance manufacturer or remounting production time, which the City will grant in its sole discretion.

m. Contractor will remove from services supervisor and other support vehicles that have reached 300,000 miles.

n. Contractor will ensure no more than 50% of the ambulance fleet has more than 150,000 miles on any ambulance as of January 1, 2025. Contractor will provide to City and maintain a list of all vehicles detailing make, model, age, and maintenance records within thirty days of the end of each year of the Agreement.

o. Contractor shall maintain the number of ALS and BLS equipped and fully operating ambulances that represent at least 130% of the peak staffing level respectively. Contractor shall provide its peak staffing level within 30 days of the end of each year of the Agreement.

p. Environmental sustainability is one of City's highest priorities. The City has an adopted goal to achieve carbon neutrality by 2040 and is seeking to reduce greenhouse gas emissions from all sources, including transportation. The City anticipates that Contractor will help the City work towards its sustainability goals throughout the term of the Agreement. Examples of GHG-reducing measures related to transportation may include (but are not limited to): no-idling policies; the use of renewable or low-carbon fuels in vehicles and equipment; or the usage of hybrid or electric/zero-emission vehicles.

q. City may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the ambulance equipment and supply list as determined by City, MPD, or Applicable Law, the City may:

i. Immediately remove the ambulance from service until Contractor remedies the deficiency;

ii. Section 9(o)(i) shall not preclude dispatch of the nearest available BLS ambulance in response to a life-threatening emergency so long an ALS ambulance is also dispatched to the scene. City may adopt rules governing provisional dispatch of ambulances not in compliance with minimum in-service requirements; Contractor shall comply with these rules.

r. Contractor shall enroll all CSA agencies in its Pharmaceutical Reverse Distribution Program and exchange on a one-for-one basis any medication, excluding narcotics, that will be expiring within 90-120 days.

s. Contractor will restock replenishable EMS supplies on a one-for-one basis utilization on calls by all City first response agencies, through a dedicated requisition and supply system located within the CSA, that ensures par levels, tracking by agency and call.

t. Contractor shall retrieve equipment from hospitals and deliver it back to City, as managed by VFD. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve, and decontaminate the equipment prior to return to City, as managed by VFD.

10. Vehicle Maintenance - The Contractor shall maintain its vehicles consistent with the applicable manufacturer's specifications. In addition:

a. Contractor shall maintain detailed records of all work performed, costs related to repairs, and operating and repair costs analyses.

b. The Contractor shall maintain a maintenance program record-keeping system. The system shall track both scheduled and unscheduled maintenance (by vehicle and by fleet) as well as equipment failures that occur during ambulance responses. In the event that manufacturer specifications conflict, Contractor should consult with its fleet management to determine which specification to conform to.

c. Contractor shall design and conduct its vehicle maintenance program to achieve the highest standards of reliability appropriate to a modern emergency service. Contractor shall comply with or exceed the maintenance standards outlined in the most recently released CAAS Standards – Accreditation of Ambulance Services as published by the Commission on Accreditation of Ambulance Services.

d. Contractor shall immediately remove from service and remedy any ambulance or support vehicle with any deficiency that compromises, or may compromise, its function.

e. Contractor shall remove from service and promptly repair ambulances and equipment that have any defect that would not cause Contractor to remove it from service under subsection d above, including significant cosmetic damage.

f. Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.

11. Equipment - Contractor shall provide all equipment necessary to provide the Services.

a. Contractor shall ensure that each ambulance is equipped with standardized on-board equipment, medical supplies and personal communications equipment and supplies to meet or exceed the minimum requirements of Washington EMS rules and regulations for ground ambulance and aid service equipment and communications equipment at WAC 246-976-300 and 310 and any additional requirements of the MPD.

b. Contractor shall ensure the equipment and supplies required under subsection a above are stored in the same location in all ambulances.

c. Contractor shall restock all expendable supplies including medications and controlled substances during any personnel shift change if supplies are low enough to create risk to any patient on any call.

d. Contractor shall maintain all medical equipment in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure, and occurrence records and provide them to the City upon request.

e. Contractor shall fully stock each ambulance and maintain sufficient medical equipment and expendable supplies to accommodate times of excessive demand in the system.

f. Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.

g. Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the City, as managed by VFD.

h. Contractor will immediately remove from service and promptly repair or replace any equipment with any deficiency that compromises, or may compromise, its function.

i. Contractor shall maintain bio-medical equipment in reserve to ensure consistent service delivery if critical pieces of equipment fail or require repair/service. Critical equipment is any equipment that would prevent Contractor from being able to fully provide the Services.

12. Communications System Management

a. Ambulance Communication Equipment

i. Contractor shall purchase or lease, install, and maintain all telecommunications equipment on the appropriate frequencies necessary to provide the Services.

ii. Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels, and with law enforcement.

iii. Contractor shall equip each ambulance with one mobile telephone that will provide continuous coverage in the CSA.

iv. Contractor shall equip its ambulances with AVLs, MDCs, and GPS mapping technology (GPS). The AVL system must interface with the current County Designated Communications Center CAD system, which is Hexagon v9.4 as of

the Effective Date. Contractor shall pay all costs associated with the purchase and on-going operations of its AVL system.

v. Contractor shall equip each ambulance, quick response vehicle, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server by secure wireless technology. Contractor shall equip each ambulance with AVL and GPS fully interfaced to the CAD system for unit recommendation and system status deployment purposes.

vi. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of notifying Contractor personnel of response needs while on duty.

vii. Contractor shall ensure ambulance-to-hospital communications are configured so that Contractor personnel providing patient care can directly communicate with the applicable base or receiving hospital staff about the patient.

viii. Contractor shall operate its two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, Washington EMS telecommunications rules, and all applicable City rules and operating procedures in accordance with Article 6.1, Data and Reporting Requirements.

ix. Contractor shall provide proposed changes to its Communications Systems Management for City's written approval prior to implementing changes.

ARTICLE 5
PERSONNEL

1. **Treatment of Incumbent Work Force -** A number of dedicated highly trained personnel are currently working in the current EMS system. Contractor shall use best efforts following contract award to ensure a smooth transition and to encourage current EMS personnel to remain with the system, as applicable. City requests that Contractor offer qualified non-supervisory personnel (dispatchers, EMTs and Paramedics) employment in substantially similar positions to those that existed with the prior contractor, in its discretion.

   Contractor shall employ and manage its personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement and Applicable Law.

Contractor shall ensure patient care is not hampered by impaired motor skills that may occur in personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. Contractor shall ensure its Paramedics and EMTs who work on an Emergency Ambulance or as field supervisors are provided with reasonable schedules developed to mitigate fatigue and safety concerns and in compliance with Applicable Law.

2. **Character, Competence and Professionalism of Personnel -** Contractor shall ensure its personnel are professional and courteous in conduct and appearance at all times when providing the Services. The Contractor shall immediately remediate a breach of this standard of conduct.

   In addition to complying with Applicable Law, Contractor shall ensure its personnel provide the Services without prejudice. Contractor shall develop training and internal mechanisms to assess for the existence of implicit bias in the provision the Services. Contractor shall maintain internal education and awareness programs to address prejudice and implicit bias. Contractor will provide evidence of these programs upon City's request.

   Contractor shall ensure no personnel provide Services without a license, permit or other credential, in compliance with Applicable Law. Contractor shall perform a background check, including criminal records check, of all personnel prior to their provision of Services under this Agreement in accordance with Applicable Law. Contractor shall make all determinations regarding its personnel except that City may require Contractor to reassign personnel if its personnel breach the standard of conduct or any other obligation the City requires under this Agreement.

3. **Internal Health and Safety Programs -** The Contractor shall maintain programs to enhance the safety and health of its personnel. These programs shall include driver training, safety, and risk management training. Contractor shall comply with Applicable Law and MPD requirements.

   The Contractor shall provide adequate Personal Protective Equipment (PPE) as prescribed by WISHA. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

4. **Internal Risk Management/Loss Control Program -** Contractor shall implement and maintain an aggressive health, safety, and loss mitigation program minimally including:

   a. Pre-screening of potential personnels, for fitness for duty (including drug testing).

   b. Initial and ongoing driver training.

   c. Lifting technique training.

d. Ongoing review of current information related to FDA medical device reportable events, recalls, equipment failures, and accidents. Address applicable items as needed.

e. Review and address employee health/infection control related information such as needle sticks, personnel injuries, immunizations, exposures, and other safety/risk management issues.

f. Planning for safety and risk mitigation processes will include, at a minimum:

i. Gathering data on all reportable WISHA incidents that occur among Contractor personnel.

ii. Devising policies prescribing safe practices and providing intervention for unsafe or unhealthy work-related behaviors.

iii. Gathering safety information as required by law.

iv. Implementing training and corrective action on safety related incidents, as required by law.

v. Providing safe equipment and vehicles.

5. **Evolving Statutory and Regulatory Requirements** - It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens, and TB, may be increased. It is the City's expectation that the Contractor will adopt procedures that meet or exceed Applicable Law.

6. **Labor Actions** – Contractor shall notify the EMS Program Analyst immediately of all anticipated or pending labor actions including strike votes and other work slowdowns. Contractor shall present a plan for the review of the EMS Program Analyst for continuing operations during a work slowdown or labor strike.

ARTICLE 6
MANAGEMENT

1. **Data and Reporting Requirements** - The long-term success of any EMS system is predicated upon its ability to measure and manage its affairs. Therefore, Contractor shall maintain accurate and complete records of all ambulance service calls to demonstrate its performance compliance and aid the City in improving, modifying, and monitoring the EMS system. Contractor shall make its records available for inspection by the City's authorized

representative at Contractor's office located in the CSA during regular business hours. Contractor and City will establish automated monthly reporting capabilities.

a. **Dispatch Computer & Software -** Contractor's dispatch computer and software shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation in compliance with Contractor's obligation as a Business Associate as stated in Appendix A. Contractor will provide access to this system pursuant to Article 4.8.

b. **Essential Patient Care Record and Assignment Data** - Contractor shall use City's approved electronic patient care record ("ePCR") system, ESO or any future system ("ePCR System"), for patient documentation on all EMS system responses. Contractor shall use the supplied common incident number (CRESA EID) generated by the public safety answering point ("CRESA" or "PSAP"), to facilitate patient-centered care and quality improvement as approved by the MPD. City's ePCR System is National Emergency Medical Service Information Systems NEMSIS and Washington (WEMSIS) compliant. The Contractor shall leave a copy of the patient care record (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with Applicable Law. When the Contractor leaves a "paper worksheet" at the receiving facility and then utilizes an electronic patient care record, the Contractor must; i) combine the "paper worksheet" electronically with the ePCR System, ii) assure the "paper worksheet" includes essential patient identification (ID), treatment information, crew ID, crew contact information and other data required by the MPD or facility, iii) make every effort to assure that an ePCR transmitted after the crew departs the facility is routed to the patient medical record and attached, and, iv) assure the ePCR is completed and sent within 24-hours of the transport.

   Within 24 hours, Contractor shall provide access to patient care records in computer readable format and data suitable for statistical analysis for all priorities for the EMS Program Analyst, MPD and receiving hospitals. Records shall contain all information documented on the ePCR System for all EMS system responses including patient contacts, cancelled calls, and non-transports.

   The Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other requested data points, including any needed modifications to support EMS system data collection.

c. **Monthly Reports Required** – Contractor shall provide City with monthly reports reporting on the previous month's clinical, operational, and financial performance, within 15 days of the end of any month. Contractor shall document and report to the

EMS Program Analyst in the format the City requires. Contractors shall report on response time compliance and nonclinical customer complaint and resolutions monthly. Contractor will provide any other reports City requests on an ad hoc basis, within 15 days of City's request. The City shall provide a list of required reports and their frequency and due dates to the Contractor annually.

Contractor shall prepare the following reports and may prepare other reports in its discretion:

i. Clinical

- Continuing education performance reports including clinical skill performance (IV, IO, Advanced Airway);
- Performance measures identified by the MPD office including Washington State KPIs and NEMSQA guidelines;
- Any reports required by MPD office;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures;

ii. Operational

- Calls and transports, by priority for each Emergency Response Zone and Ambulance Zone;
- Upgraded calls where a BLS unit requested ALS intercept and/or response;
- Time on task which includes reporting the number of ALS unit hours that were potentially put back into the system by measuring time of task from dispatch to availability of the 9-1-1 BLS transport units;
- Scheduled versus actual unit hour and unit hour utilization (UHU);
- Total time in minutes, percentage of total time, when (date and time), that Contractor is at System Status level Zero;
- A list of mutual aid responses to and from EMS systems;
- EMS transports to and from medical aircraft;
- Calls processed by Nurse Navigation Program, including call outcomes;

iii. Financial

- Annual unaudited financial reports demonstrating economic stability and sustainability of Contractor within CSA, due September 30 each year for January-June;

- Annual audited financial statements of the local (solely Clark County) operating entity under which Contractor provides the Services, due April 30 each year for the prior year;

iv. Response Time Compliance

- Contractor Exception reports and resolution;

v. **Response Time Statistical Data** - No later than the monthly compliance report due date of the 15th, Contractor shall ensure that ambulance Response Time records are available to the City in a computer readable format approved by the EMS Program Analyst and suitable for statistical analysis for all ambulance responses originating from requests within the CSA. The records shall, at a minimum, include the following data elements:

- Unit identifier
- Initial location of responding ambulance
- Location of call – street address
- Location of call – city, town, or unincorporated City
- Location of call - longitude and latitude
- Location of call – Emergency Response ZoneERZ
- Nature of call (EMD Code)
- Code to scene.
- Date and time call received.
- Date and time call dispatched.
- Date and time unit enroute.
- Date and time unit on-scene.
- Date and time unit enroute to hospital.
- Date and time unit at hospital.
- Date and time unit clear and available for next call.
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital.

vi. The below reports will be provided annually rather than on a monthly basis.

- Payor type
- Service level
- Transported miles
- Insurance type primary

- Insurance type secondary

vii. **The below reports will be provided on an as requested basis rather than a monthly basis.**
   - Response Time Compliance: A list of each emergency call dispatched for which Contractor did not meet the Response Time standard by 2 minutes for Time Life (Priority 1 and 2) calls, for each ERZ and an explanation of why the response was late.
   - Response Time Statistical Data: Number of immediately dangerous to life and health (IDLH) Stand-by events.

viii. **Personnel Reports** - Contractor shall provide the City with a list of Paramedics, EMTs and dispatchers currently employed by Contractor at least annually and shall provide an updated list whenever there is a change to its personnel.

The personnel list shall include, at a minimum, the name, Washington Paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and Washington Driver's License number and confirmation of driving and criminal record checks of all personnel on the list.

ix. **Community/Governmental Affairs Report** - Number of conducted community education events, Public Relations activities, first responder recognition, Government relations contact report. Contributions, cash or in kind, to communities within the CSA.

x. **Electronic Access to Report** - Contractor shall provide access capability to COV, at the Contractor's expense, to provide the City access to all PCRs and provide a mechanism to create customized reports for the City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

xi. **Other Reports** – The Contractor shall provide the City with such other reports and records as may be reasonably required by the EMS Program Analyst.

xii. **Data Integration** - Contractor agrees to work closely with the City, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet.

These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for its equitable portion of the data integration process.

ARTICLE 7
EMS SYSTEM AND COMMUNITY

1. **Participation in EMS System Development** - The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contractor shall actively participate in EMS activities, committee meetings, and work groups, and shall participate and assist in the development of system changes.

2. **Accreditation** - Contractor shall have or attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization within 24 months of the Agreement Effective Date. Contractor shall maintain its accreditation during the term of the Agreement.

3. **Major Incident** - Contractor shall participate in staff call-back and Emergency Operations Center (EOC) activation when a major incident occurs within the CSA as determined and requested by the Operations Manager, at its own expense.

4. **Multi-casualty and Disaster Response** – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

   Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

   If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services, which may be by email.

   At a multi-victim scene, Contractor's personnel shall perform in accordance with the City multi-victim response plan and within Incident Command System (ICS).

   During a disaster, the EMS Program Analyst will determine on an incident-by-incident basis if the Contractor may be temporarily exempt from Response Time standards. Contractor shall

return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement immediately following when Contractor is notified that multi-casualty or disaster assistance is no longer required.

a. **Internal Disaster Response Notification** - Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster as requested by the EMS Program Analyst, which shall include a system for Contractor to alert off-duty personnel.

b. **Incident Notification** - Contractor shall have a mechanism in place to communicate current field information to appropriate CSA staff during multi-casualties, disaster response, hazardous materials incidents, and other events.

c. **Interagency Training for Exercises/Drills** - Contractor shall participate in approved exercises and disaster drills and other interagency training within the CSA, as approved by the Operations Manager.

d. **Continuity of Operations Plan (COOP)** - The Contractor shall develop a local Continuity of Operations (COOP) plan no later than 18 months after the Effective Date. Contractor shall include in its COOP plan essential functions identification; orders of succession; delegations of authority; protection of vital records and databases; alternate operating facilities, interoperable communications, and capability readiness, and any other COOP-related information Contractor determines is necessary to include in its plan.

5. Mutual-aid and Stand-by Services

a. **Mutual Aid Requirements** – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the CSA if so, directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

   The Contractor should be aware the maximum use of mutual aid responses made by non-Contractor entities to calls originating within the City is capped at 3% of calls and breach of this limitation is subject to liquidated damages as stated in Appendix B.

b. **Non-dedicated Stand-by Service** – "Non-dedicated Stand-by Service" means stand-by in which the IC requests an ambulance for an event. This shall be a non-reimbursable event.

c. **Dedicated Stand-by Service (IDLH-SWAT)** - Contractor shall provide, at its cost for up to 60 minutes, to City or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by CRESA. A unit placed on stand-by shall be dedicated to the incident until released by the ICContractor time in excess of sixty minutes shall be a reimbursable event at the hourly rate as identified by the Contractor and approved by the City.

d. **Special Events Services** - City may request special events services from Contractor in the future. Contractor will work together with City to ensure City special events are staffed appropriately. Contractor may separately negotiate with any third-party for special event services as long as there is no impact to the Services.

6. **Permitted Subcontracting** - The Contractor may subcontract with another provider(s) for management, administrative services, dispatch center services, billing, and collection activities with prior written consent from the EMS Program Analyst. Contractor shall pass through and ensure its approved subcontractors comply with this Agreement, including reporting obligations, dispatch center obligations, business associate obligations, and all MPD requirements for personnel licensing in Clark County, Washington. A breach by Contractor's approved subcontractor will be deemed a breach by Contractor. City will enforce liquidated damages provisions against Contractor for any liquidated damages incurred by an approved subcontractor.

7. **Handling Service Inquiries and Complaints** - Contractor shall log all inquiries and service complaints and provide prompt response and follow-up to user inquiries and complaints. Contractor shall respond in compliance with Applicable Law governing patient record confidentiality.

   City will forward all complaints it receives to Contractor within two business days. The Parties will work together to determine who will respond to the complaint.

   In addition to its monthly reporting obligations, Contractor shall send copies of any inquiries and resolutions of a clinical nature to the MPD or the City within 24 hours. In addition, copies of such complaints will be made available to the EMS Program Analyst upon request.

8. **Community Outreach and Education Events -** Contractor shall partner with CSA agencies for outreach and education with CPR courses for CSA schools, businesses, and other local organizations, as well as for the professional and lay rescuers, as approved by the Operations Manager.

9. **Trauma Service Verification** - Contractor shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976 WAC.

ARTICLE 8
DISPATCH AND COMMUNICATIONS

1. **Communication with Ambulances** – Contractor shall maintain an International Academy of Emergency Dispatch (“IAED”) accredited communications ("Dispatch”) center 24 hours daily, 7 days a week, 365 days per year, with direct communication between its ambulances at any location within their service area and its dispatch center.

2. **Staffing of Dispatch Center** - Contractor shall maintain dispatch center staffing at levels to ensure CSA dispatch times are not delayed from competing/simultaneous demands for response from Contractor’s other operations. Contractor shall not use any type of answering service as part of its Dispatch. Contractor shall ensure its personnel are trained and proficient in the CSA protocols, policies and procedures, and the CSA geography.

    a. **Certification Requirements** – Contractor shall ensure its medical call takers and dispatchers are IAED - Emergency Medical Dispatcher (“EMD") certified. In addition, Contractor shall furnish control training officers and training managers certified as a NAED - Emergency Medical Dispatcher Quality assurance (EMD-Q).

    b. **In-Service Training** – Contractor shall offer an in-house in-service training program for medical call takers and dispatchers to meet the EMD certification requirements and maintain proficiency levels in System Status Management (“SSM”), CAD and communications systems, organization policy and procedures and ongoing operational changes.

    c. **Internal Dispatch Center Quality Improvement** – Contractor shall provide a structured program of ongoing internal quality improvement that meets the requirements of accreditation established by IAED. This includes, but is not limited to, participation in the City and CRESA's Medical Dispatch Review Committee, case reviews, and training.

    d. **Standard for Call Pick-Up** – Contractor will answer all calls for Services within three rings or ten seconds with at least 90% compliance.

3. **Dispatch Center Accountability**

    a. City will exempt Contractor from late-run penalties and Response Time standards when Contractor provides documented records that CRESA provided inaccurate or incomplete information, which materially impacted Contractor's ability to respond in compliance with the Response Time standards.

b. Contractor's response time clock shall start after initial interrogation and computer transfer of information to Contractor by CRESA 9-1-1 via CAD interface with a MPDS code.

c. During periods of temporary malfunction of CRESA's 9-1-1 data transfer capabilities, the Contractor's response time clock shall start upon oral receipt (via "ring down" line installed and maintained at Contractor's expense) of response priority code, chief complaint, location/premise information, and callback number.

4. Dispatch Center Location and Responsibilities

a. EMD call taking and dispatching functions shall be provided by the Contractor's dispatch center and by CRESA operations as outlined below:

i. CRESA 9-1-1 shall be responsible for 9-1-1 call taking functions.

ii. Contractor shall be responsible for seven-digit Non-9-1-1 (“Routine”) call taking functions, system status control and the dispatch of its ambulances for all calls received from both CRESA 9-1-1 and seven-digit callers.

iii. The two-way CAD interface between dispatch centers shall provide for a fully informed management of system resources.

5. CAD System - The Contractor shall furnish at its own expense a SSM- based CAD system. Contractors shall ensure its CAD can interface with CRESA's 9-1-1 CAD (Hexagon v9.4 as of the Effective Date) and can produce a complete electronic record of primary data from dispatch activities in the format prescribed by CRESA 9-1-1.

The Contractor shall provide the following on all ambulances: MDCs on all ambulances linked to the two-way CAD interface; AVLs; the City-approved GIS data for CAD mapping; all premise and available information that CSA agencies receive; the latest approved version of Medical Priority's ProQA triage software and Advanced Quality Assurance software, or as approved by the MPD; and back-up power provided through UPS and generator.

6. Streamlined Process – The Contractor shall furnish and maintain at its own expense a two-way interface between CRESA's 9-1-1 CAD and Contractor's CAD. Contractor shall ensure its CAD interface provides instantaneous and simultaneous transmission of call-related information and unit status updates between CRESA's 9-1-1 CAD and Contractor's CAD as well as the following:

a. **9-1-1 Data Transfer with CRESA -** CRESA is responsible for providing an appropriate hardware interface within the CRESA 9-1-1 facility, and for allowing Contractor reasonable access to install and maintain the connection.

b. **Automatic Transmission** - Information initially obtained by the call taker must be simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center on all medical requests requiring 9-1-1 response.

c. **Electronic Transmission** - CAD communication systems must be designed to ensure premise-entry updates and additional medical information (i.e., gathered during the EMS process or from the system's medical database) is simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center.

d. Clocks in Contractor's dispatch center and CRESA are synchronized.

7. **Emergency Medical Dispatch Protocols** – Contractor shall use and maintain the currently-approved version of MPDS (or similar as approved by the MPD) as the initial triage for all calls requesting medical response (including "Non-9-1-1 ("Routine") Transfers"). Contractor shall also use and maintain the current CRESA 9-1-1 approved version of ProQA.

8. **Telephone and Computer Connections** – Contractor shall provide straight-line telephone and computer connections to CRESA 9-1-1.

9. **Telephone and Radio Recording** – Contractor shall ensure all telephone lines on which calls for service can be received are continuously recorded with a time and date stamp when in use. Telephone line recordings shall be maintained for 180 days. All radio communications are to be recorded with a date and time stamp and maintained for 180 days.

10. **System Upgrades** - Contractor shall cooperate with the City during any planning and implementing upgrades and enhancements to the CRESA 9-1-1 dispatch and communications system. Contractor shall provide payment for its equitable portion of all system upgrades and enhancements.

11. **Response Time Reduction Strategies, Co-Location of Resources, and Other Enhancements** – Contractor will meet with the Operations Manager upon request to discuss response time reduction strategies, co-location of resources and other system enhancements and implement any agreed upon decisions.

12. **Multilingual Communication** – Contractor shall provide access to qualified interpreters that may be instantly called into conversations for multi-lingual triage.

13. **Evolving Interface Initiatives** – The Contractor shall participate in developing the ambulance component of the CentralSquare Technologies "Unify" (CAD2CAD), to enhance specific interoperability within the region for delivering real-time updates between communication dispatch centers, first responders and crews.

ARTICLE 9
ADMINISTRATIVE PROVISIONS

1. **Contractor Revenue Recovery** - The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

    a. **Patient Charges -** Contractor shall comply with fee schedules and rates approved by the City for Base Rates and Mileage Charges (together, the "Charge Rates"). The current rates are included in Appendix B.

    b. **Prohibited Charges**

        i. Contractor shall not impose any unfair or excessive charges or fees related to patient care.
        ii. Contractor shall not charge any patient the ALS or BLS rate for treatment, supplies, or equipment unless Contractor's ambulance transports the patient, except in the following two instances:
            a. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient who is determined to be dead on arrival, following arrival at the incident, who is not transported: or
            b. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient if the patient received one or more ALS medications or procedures (IV or medication) (i.e. diabetic patient with glucose administration; however, glucose test alone is not billable).
        iii. Contractor shall charge the ALS rate only when the patient treatment meets the current Medicare description of pre-hospital ALS patient care procedures.
        iv. Contractor personnel shall not make any on-site, enroute, or upon delivery solicitations or requests for payment of any patient or person.
        v. Contractor is a Ground ambulance services organization under RCW 48.43.005(28). Contractor shall comply with RCW 48.49.200 and its implementing rules as stated in the Washington Administrative Code, as

may be applicable. Contractor shall not request or require a Patient at any time, for any procedure, service, or supply, to sign or otherwise execute by oral, written, or electronic means, any document that would attempt to avoid, waive, or alter any provision of RCW 48.49.200.

c. Fee Adjustments - The Contract Administrator will approve annual increases to patient charges based on changes in the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) which is published in November. Contractor shall file by November 30th of each year of the Agreement and maintain with the EMS Program Analyst a current rate schedule of all patient fees and charges applicable to this Agreement.

If City extends the term of the Agreement City will review the current Charge Rates and compare those Charge Rates to the current Medicare allowable rate for the contracted service area. Charge Rates may be reset at 325% of the current Medicare allowable rate at that time.

City must approve all changes to patient Charge Rates in writing.

d. Extraordinary Cost Adjustments - In the event extraordinary circumstances substantially impact Contractor's costs of providing Services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in charges to patients to mitigate the financial impact of the extraordinary circumstances. Contractor may not request a cost adjustment that is effective during the first year of the Agreement but may apply to the EMS Program Analyst during the first year of the Agreement for a rate adjustment effective at any time following the first year of the Agreement. Contractor shall submit a request at least 60 days prior to the requested effective date. The EMS Program Analyst shall review the application and forward the recommendation to the Contract Administrator for approval. Contractor and City will engage in the following procedure to evaluate the request:

i. Contractor shall document, using generally accepted accounting procedures, the actual financial impact of such increased pricing upon Contractor's costs of production.

ii. Only the effects of increased prices, excluding any effects of increased consumption, shall be considered for purposes of fuel related adjustments.

iii. No adjustment shall be allowed for insurance cost increases that are attributable to Contractor's poor risk management (locally or at other sites).

iv. No additional adjustment shall be allowed for increased labor costs beyond the allowed inflation adjustment.

v. Only the portion of increase in prices not already accounted for within the provision for automatic inflation adjustment set forth in "ii" above shall be considered.

e. Billing and Collections – Contractor is solely responsible for all billing and collection functions related to Services rendered pursuant to the Agreement. Contractor shall perform its billing and collection functions in a professional and courteous manner and in accordance with Applicable Law.

Contractor shall not seek payment from City for any bill issued to a person or entity for services provided to that person or entity.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner and in accordance with Applicable Law, procedures, and policies. Contractor shall operate or contract for a billing and accounts receivable system that is well documented, easy to audit, and that minimizes the effort required of patients to recover from applicable third-party sources. The billing system must:

i. Electronically generate and submit Medicare claims.

ii. Itemize on all patient bills the procedures and supplies Contractor used to render Services.

iii. Be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

f. Consideration – Contractor agrees that the requests for ambulance service referred to it under this Agreement is fair and adequate consideration for providing the Services under this Agreement.

2. **Compliance with Applicable Law**. – Contractor shall comply with Applicable Law in the operation of its business, including human resource management, and in the provision of the Services.

    a. **Medicare and Medicaid Compliance Program Requirements** –Contractor shall implement a comprehensive compliance program for its activities, including processes related to documentation, claims processing, billing, and collections. Contractor's compliance program shall materially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers most recently published in the Federal Register. Contractor will engage a qualified entity to conduct a claims review annually as described in the OIG Compliance Guidance. During Contractor's claim review, a minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. Contractor will submit the report to City within 120 days of the end of each year of the Agreement.

    b. **HIPAA Compliance Program Requirements** – Contractor shall implement a comprehensive plan and develop appropriate policies and procedures to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and current rules and regulations enacted by the US Department of Health and Human Services ("HIPAA").

    Contractor shall ensure it is compliant with HIPAA. Contractor shall immediately report any HIPAA violation related to this Agreement to City including Contractor's actions to remediate the violation.

    Pursuant to HIPAA, City is a "Covered Entity." Contractor is City's business associate under HIPAA and will enter a Business Associate Agreement with City pursuant to providing Services under this Agreement, attached as Appendix A.

    c. CONTRACTOR'S Anti-Kickback Policies. CONTRACTOR will comply with its Code of Conduct, and Anti-Kickback policies and other compliance policies, as may be amended from time-to-time and will provide these policies to the City upon request., CONTRACTOR represents and warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-Kickback Statute.

    d. Ability to Participate in Federal Healthcare Programs. CONTRACTOR represents and warrants that neither it nor any practitioner who orders or provide services on its behalf

has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a).

e. CONTRACTOR further represents and warrants that it is eligible to participate in Federal healthcare programs and in any other state or federal government payment program.

f. CONTRACTOR shall prohibit any of its personnel that have been excluded from participation in Federal healthcare programs from providing Services to City under this Agreement.

3. **Product Endorsement/Advertising/Use of Name** – The Contractor shall not use the City or Fire District 5 to endorse any products, services, or political activities without the express written consent of the Contract Administrator, which consent may be sought through the EMS Program Manager.

4. **Notice of Litigation** – Contractor shall notify City within 24 hours of becoming aware of any material litigation or potential material litigation.

5. **Location of Offices -** Contractor shall maintain an administrative office within Clark County Limits. Contractor shall notify the EMS Program Analyst in writing 90 days before moving the office.

6. **Responsible Individual** – Contractor's designated representative shall work physically in the Contractor's local administrative office. Administration of this Agreement shall be the designated representative's primary job function. Contractor shall notify the EMS Program Analyst at least 90 days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit 90 days advance notice, Contractor shall notify the EMS Program Analyst as soon as possible.

7. **Billing/Collection Services** – On an annual basis, the Contractor shall provide the City with a percentage of charges by payer group.

8. **Agreement Accounting Procedures**

a. Invoicing - The City shall invoice Contractor for liquidated damages following the City's receipt of Contractor's monthly performance reports and the determination of liquidated damages by the EMS Program Analyst. Contractor shall pay City and or dispute in writing invoiced amounts on or before the 30th day after receipt of the invoice. If the disputed invoices have not been resolved to the City or Contractor's

satisfaction, Contractor shall pay the disputed in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.
The Contract Administrator will review disputes and make the decision to eliminate, modify, or maintain the appealed liquidated damages in their sole discretion.

b. Compliance Reporting, Audits, and Inspections – Contractor shall maintain separate financial records for Services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

i. After 15 days' notice and during normal business hours, City and the MPD shall be allowed to observe Contractor's operations. Contractor shall make available for City's and MPD's examination and audit all business records including financial records related to the Agreement at the Contractor's local office or other mutually agreeable location. The City may audit, copy, make transcripts, or otherwise reproduce such records, including contracts, payroll, inventory, personnel and other records, daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, audited financial statements by certified public accountants for Contractor's ambulance operations in the CSA and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation, all relevant fiscal records and other data related to all matters covered by the Agreement.

ii. The City and the MPD shall, at any time, and without notification, be granted access and allowed to directly observe Contractor's operation of its dispatch center, maintenance facility or any ambulance post location. The City and the MPD shall be allowed, after providing at least 5 minutes' notice, to ride as third person(s) on any of Contractor's ambulance units; provided however that in exercising this right to inspection and observation the City will conduct itself in a professional and courteous manner, shall not interfere in any way with Contractor's personnel in the performance of their duties and contractual responsibilities or otherwise in Contractor's relationship with its personnel, and will abide by Contactor's policies and procedures for ride-a-longs.

City may require Contractor to provide periodic report(s) in the format specified by the EMS Program Analyst to demonstrate billing

compliance with relevant rules and regulations and adherence with approved and specified rates.

Contractor shall maintain current and accurate billing and accounts receivable information. During the Term, Contractor shall provide to the EMS Program Analyst, within 120 days after of Contractor's fiscal year, written data that clearly identify collection rates and compliance with rate structure as well as the preliminary balance sheet and income statement for its operations under this Agreement. City will maintain confidentiality of submitted financial records and statements in compliance with Applicable Law.

Contractor shall execute and provide an Affidavit of Compliance to City annually, which states that all billings and charges are in compliance with Applicable Law.

Contractor shall forward bills, charts, and other related materials within 15 days of a request by the EMS Program Analyst.

If the EMS Program Analyst determines an independent review or audit by a certified public accountant is necessary, the EMS Program Analyst will advise Contractor in writing of the City's intent to procure the review or audit. The Contractor shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.

9. **City Contract Administration Costs –** Contractor will reimburse City for certain expenses related to compliance monitoring and managing this Agreement and the provision of medical direction and PSAP services ("Costs"). The annual payment is as stated in Appendix B. The Contractor shall pay the annual payment in monthly installments beginning on the Effective Date of the Agreement. Contractor will pay subsequent payments on or before the last day the month. For the avoidance of doubt Contractor's second payment is due on or before January 31st. Contract Administrator may increase the Costs annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) or the Parties may renegotiate the Costs at any time due to unforeseen economic changes. City will not use Contractor's annual payment for any purpose that could violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. City will provide an updated appendix to Contractor within thirty days of any increase.

10. **Liquidated Damages Increases** – City will increase liquidated damages amounts annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

11. **Readiness Fee -** The Parties agree that Contractor will charge no Readiness Fee in the first

year of the Term. No later than November 30th of any year of the Term the parties will agree on a Readiness Ree to support Contractor's provision of the services during the next year of the Term. City shall pay the readiness fee on a monthly basis in equal amounts. The readiness fee is included in appendix B. Contractor may increase Readiness Fee amounts annually, starting with the third year of the term, based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

12. **Performance Security**– Contractor shall provide performance security in the amount of $5,000,000 during the first year of the Term and in the amount of $3,000,000 during the second year and any later year of the Term. The performance security shall be in one of the following forms:

    a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the City; or

    b. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the City and from a bank or other financial institution acceptable to the City.

    Following the occurrence of: (i)–(iii) the City may draw on the performance security funds: (i) City declares that Contractor is in Default; (ii) Contractor fails to cure the Default within thirty (30) days; and (iii) City terminates the Agreement.

13. **Continuous Service Delivery** – Contractor shall work with City to ensure continuous and uninterrupted delivery of services following its Default, regardless of the nature or cause of the Default.

14. **Annual Performance Evaluation -** The Contract Administrator will evaluate Contractor's performance annually; the resulting evaluation report will be provided to the Vancouver City Council.

    The following information will be included in the performance evaluation:

    a. Response Time performance standards assessed with reference to the minimum standards in the Agreement.

    b. Clinical performance standards assessed with reference to the minimum requirements in the Agreement.

    c. Initiation and progress of innovative programs to improve system performance.

    d. Workforce stability, including documented efforts to minimize personnel turnover.

e. Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement.

f. Compliance with information reporting requirements.

g. Number of conducted community education events.

h. Public Relations (PR) activities, first responder recognition.

i. Government relations contact report.

j. Contributions, cash or in kind, to communities within the CSA; and,

k. Review Financial Statement to ensure the Contractor is a going concern.

15. Transition Planning

a. Competitive Procurement Required – Contractor acknowledges that City intends to conduct a competitive procurement process for the provision of Emergency Ambulance service within the CSA Area prior to the termination of this Agreement. City may select a different ambulance service provider to provide exclusive Emergency Ambulance services; Contractor shall enter an amendment with City to ensure the continuous delivery of Services and successful transition of Services to a different provider as necessary, including during any procurement process.

b. Future Procurement Cycles – The Contractor acknowledges and agrees that supervisory personnel, EMT's, Paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, regardless of which service provider provides services to City. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its personnel who apply for work on a contingent basis with competing proposers and shall allow its personnel to sign contingent employment agreements with competing proposers at its personnel's discretion without penalty.

16. "Lame-duck" Provisions – For a period not to exceed six months, Contractor shall provide all Services under the Agreement until the City, or a new entity assumes service responsibilities regardless of the reason for termination of the Agreement. Under these circumstances Contractor shall serve as a lame duck Contractor, as follows:

a. Contractor shall continue the Services at the same level of effort and performance in effect prior to the award of a subsequent agreement to a different service provider.

b. Contractor shall not change methods of operation or personnel compensation with the goal of reducing Contractor service and operating costs to make a profit during the final stages of the Agreement.

c. City will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process to a different service provider, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as the transition activity does not impair Contractor's performance; and

d. Contractor personnel may discuss issues related to employment with the selected service provider without adverse employment consequences.

ARTICLE 10
MATERIAL BREACH/TERMINATION

1. Termination

a. For Material Breach – City may terminate the Agreement and pursue any remedy if Contractor materially breaches the Agreement and fails to remedy the material breach within 14 days following receipt of written notice specifying the breach, cure period, and date of termination / step-in date if the breach remains uncured.

The following are material breaches of the Agreement:

i. Contractor's failure to comply with Applicable Law or any uncured material term of this Agreement.
ii. Contractor's falsification of data required under this Agreement and data requested under this Agreement.
iii. Contractor's repeated failure to maintain equipment as required under this Agreement. "Repeated" means failure to maintain for three consecutive instances or five instances of noncompliance in any twelve-month period.
iv. Contractor's unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period. For the avoidance of doubt so long as Contractor makes best efforts to retain personnel during any "lame duck" period, Contractor personnel attrition resulting in scaled down operations will not breach this section so long as Contractor engages

with City to ensure continued contractual compliance for the remainder of the "lame duck" period.

v. Failure of Contractor to meet Response Time requirements in any given subset for three consecutive months or five instances of noncompliance in any twelve-month period.
vi. Contractor's failure to comply with third-party vehicle lease provisions.
vii. Contractor's failure to reasonably cooperate and assist City in the investigation or correction of any default, breach, or infraction.
viii. Failure to pay undisputed liquidated damages within 30 days' written notice of the imposition of such liquidated damages.
ix. Contractor's failure to maintain insurance required under this Agreement.
x. Contractor's failure to maintain the performance security requirements as specified in the Agreement.
xi. Contractor's failure to reasonably cooperate with City in the event City exercises its step-in rights under Section 10.2.
xii. Any other willful acts or omissions of Contractor that impact public health and safety.
xiii. City may waive any material breach under this section in writing in its sole discretion. A waiver of one material breach may not be deemed a waiver of any later material breach.

b. By Mutual Written Agreement - The Agreement may be terminated by written mutual consent.

c. City Option to Terminate Without Cure Period - The City may immediately terminate the Agreement without a cure period, effective upon written notice, if Contractor materially breaches any of its obligations under the Agreement. In the event of termination under this section, City will step-in pursuant to Section 10.2 Step-In Rights. City may draw on Contractor's performance security to support its step-in activities.

d. Contractor Option to Terminate for Material Change - Contractor shall notify City in writing in the event of a material change that affects the fundamental economic terms of this Agreement. Upon receipt of Contractor's written notice, the Parties will work together to negotiate a good-faith resolution within 90 days, executing a written amendment as necessary to address the material change. If the Parties are unable to successfully negotiate a resolution after the 90-day period, Contractor may terminate this Agreement with an additional one hundred eighty (180) days prior written notice to City.

e. Without Cause – After the first year of the term either Party may terminate this Agreement without cause upon 240 days prior written notice.

f. Year One Limitation – Contractor may not exercise option d during the first year of the term.

2. Step-In Rights - If City determines that a material breach has occurred, or that a labor dispute has or will impact or prevent performance, or if Contractor has or will endanger public health and safety, then the Contract Administrator, in consultation with the City Manager, will determine whether the City will exercise its step-in rights under this Section 10.2.

If the City exercises its step-in rights, Contractor shall reasonably cooperate with the City to allow an immediate takeover of the Services. During this process the City may choose to engage with the current Contractor to pursue an alternative arrangement for services, which may include operationalizing an alliance model system.

Upon City's exercise of its step-in rights Contractor shall deliver to City all ambulances, support vehicles, and associated equipment used in performance of the Services, in compliance with all requirements of the Agreement related to equipment and supplies.

Contractor shall ensure a seamless transfer of billing and collection services to City to ensure an uninterrupted revenue stream.

If City exercises its step-in rights, Contractor and City will enter a Lessor / Lessee relationship regarding Contractor's vehicles and other equipment. City will pay monthly rent to Contractor in an amount equal to the fair market value of such vehicles and equipment. City may require an independent valuation to determine fair market value at Contractor's cost. City will pay Contractor directly; Contractor will pay its debts with those payments. City shall obtain insurance coverage to adequately cover the loss or damage of any property or vehicles during the step-in rights period.

Nothing in this clause will preclude City from seeking rental and debt service payments as damages in any claim against Contractor.

The City may authorize the use of Contractor's vehicles and equipment by another service provider subject to an agreement between the Parties and that third party.

The City will return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, upon termination of City's step-in rights.

City may unilaterally terminate its step-in rights at any time and return facilities and equipment to Contractor.

ARTICLE 11
INDEMNIFICATION, LIABILITY, INSURANCE

1. **Indemnification** - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

   In addition to City indemnification, Contractor shall indemnify, defend, and hold harmless, Fire District 5, and its commissioners, officers, employees, and agents from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

   Contractor assumes liability for actions brought by its own personnel against City and Fire District 5and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the Parties.

2. **Limitation of Liability - The Parties liability under this Agreement is uncapped.**

3. **Insurance** - Contractor shall maintain insurance during the Term, through a provider licensed to do business in the State of Washington, sufficient to meet its obligations under this Agreement in amounts not less than:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement. Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit	 $1,000,000 $1,000,000 $1,000,000
Each Claim Annual Aggregate	$1,000,000 $1,000,000
IV. Umbrella Liability	
Per Occurrence	$10,000,000
V. Malpractice	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	$2,000,000

In addition to the coverage and limits listed above, Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director and Clark County Fire District 5, their Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws and shall timely make all required payments in connection those laws.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis, with the exception of the malpractice insurance, which may be written on a "claims made" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington.

ARTICLE 12
MISCELLANEOUS PROVISIONS

1. **Order of Precedence -** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Agreement Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

2. **Notices -** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
EMS Program Analyst
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us
Michelle.bresee@cityofvancouver.us

For the Contractor:
American Medical Response
Attn: Legal Department
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

Either Party may change the designated contact, or any information listed above by giving advance notice in writing to the other Party.

3. **Relationship of the Parties** - The relationship of the Parties under this Agreement is that of independent contractors. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. No Party nor any agent of a Party may bind the other Party except as expressly stated in this Agreement.

4. **Waiver** - A Party's waiver of any term of this Agreement must be in writing and be signed by the Party waiving compliance. A waiver may be relied on only for the specific waiver granted by a Party in the signed writing. A Party's failure to enforce any term or condition of this Agreement is not a waiver of that term or condition under this Section 12.5.

5. **Amendment** - This Agreement may not be altered, changed, or amended except by an instrument in writing executed by the Parties' authorized representatives.

6. **Severability** - If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

7. **Survival** – Section 11.1, Section 11.2 and, Section 12.14 Public Records Act Compliance, the Business Associate Agreement between the Parties, and any continuing obligations under Applicable Law will survive termination of this Agreement.

8. **E-Verify:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor personnel and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. **Compliance with the Law** - The Contractor shall comply with Applicable Law in the performance of the Services under this Agreement.

10. **City Business and Occupation License** - Contractor shall obtain all business and occupation licenses, permits, and similar legal authorizations required to perform the Services. The Contractor shall hold a city business license. Contractor shall apply for the city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: https://secure.dor.wa.gov/. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

11. **Assignment** – Contractor will not assign this Agreement without City's prior written consent.
12. **Governing Law/Venue**: This Agreement shall be governed by the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in

connection with this Agreement shall be brought in the Superior Court of Clark County, Washington, or the Western District of Washington.

13. **Public Records Act Compliance**: Any public record related in any way to this Agreement may be subject to inspection and copying under the Washington Public Record Act, Chapter 42.56 RCW. The City will timely provide Contractor with a copy of any public record request to inspect or copy documentation relating to this Agreement, including for public records provided to the City and marked as proprietary and confidential, prior to allowing any inspection and/or copying and provide Contractor with a time frame, consistent with RCW 42.56.520 to reply with its reasoning for exempting relevant parts of the record. If City disagrees with Contractor's basis for nondisclosure, the City will withhold release of the requested documentation/information in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to file a legal action pursuant to RCW 42.56.540, as adopted or amended, and then serve the City with any protective order. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.

14. **Debarment**: Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.

15. **Equal Employment Opportunity:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws..

16. **Force Majeure**: Neither Party will be liable for a delay in performing an obligation under this Agreement that is due to any of the causes (which causes are referred to as "Force Majeure") to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts, national strikes, fire or explosion, for a period of thirty days, with notice to the other Party of the event requiring the delay as soon as possible following identification of the force majeure event. The Parties will work together in good faith to negotiate temporary changes to Contractor obligations in the event the force majeure period will extend beyond thirty days.

17. Entire Agreement: This Agreement incorporates all the agreements, covenants and understanding between the Parties and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the Parties or their agents is valid or enforceable unless expressly set forth in this Agreement.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

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CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** American Medical Response Northwest, Inc., a Delaware corporation
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

Appendix A Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between the City of Vancouver, a Washington municipal corporation ("City" or "Covered Entity") and American Medical Response Northwest, Inc., a Delaware corporation ("Contractor" or "Business Associate") and is effective on January 1, 2025 ("Effective Date") in connection with Ambulance Services Agreement between the Parties effective January 1, 2025 ("Agreement"), to which this BAA is an exhibit. City and Contractor are each a Party and collectively the Parties. Capitalized but undefined terms will have the meaning given them in the Agreement. This BAA shall only apply to the extent American Medical Response Northwest, Inc. is deemed a business associate under applicable law.

Recitals

1. City is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. Contractor is a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with receiving the Services under the Agreement.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with providing the Services in compliance with Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with providing the Services pursuant to the Agreement, including its internal management and administration in connection with the Agreement, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, Contractor shall implement the following security safeguards:
    A. *Least Privilege*. Contractor will ensure only Authorized Persons have access to PHI. Contractor will implement authentication and access controls to enforce least privilege. Authorized Persons means Contractor's authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Agreement. Contractor shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. Contractor shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. Contractor shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. Contractor shall encrypt all PHI in transit and at rest. Contractor shall ensure any mobile media that may contain PHI is encrypted. Contractor shall ensure its internal networks, including wireless networks, encrypt network activity. Contractor encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. Contractor encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. Contractor shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. Contractor shall maintain PHI solely in data centers located in the United States.

G. *Business Continuity and Disaster Recovery*. Contractor shall maintain a business continuity plan and a disaster recovery plan. Contractor's backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that City is relying on the administrative, physical, and technical safeguards implemented by Business Associate in selecting Business Associate to provide Services to City. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. Contractor shall provide notice to the City party named in Article 12.3 of the Agreement.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5 (*last accessed* July 25, 2024).
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.

E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).

F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply City with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the Agreement termination date. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven days from the date of written notice of the material breach. City may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form upon termination of the Agreement. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The obligations under this section will survive termination of this Agreement.

13. **Indemnification**. Contractor and Business Associate shall indemnify City and Covered Entity pursuant to Article 11.1 arising from any actual or suspected breach of this BAA. The obligations under this section will survive termination of this Agreement.

14. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. Contractor will complete City's information security questionnaire upon request from City at no cost to City.

15. **Other Provisions**. The provisions of Article 12 the Agreement are fully incorporated into this Agreement. The Parties will amend this BAA pursuant Article 12.2 if any Applicable Law changes to ensure continued compliance with Applicable Law.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity	Business Associate
_____	_____
By:	By:
Title: City Manager	Title:
Date Signed:	Date Signed:

Appendix B – Rates

American Medical Response – Patient Rates

	2025
ALS Calls Originating from 9-1-1:	
Bundled Emergency Base Charge	$1,813.39
Mileage Charge: multiply the proposed per-mile charge times 7	$209.09
Weighted Charge (A) =	$2,022.48
BLS Calls Originating from 9-1-1:	
Bundled Emergency Base Charge	$1,527.07
Mileage Charge: multiply the proposed per-mile charge times 7	$209.09
Weighted Charge (A) =	$1,736.16
ALS (Non-9-1-1 (Routine) Transport Response within EMSD2	
Bundled Emergency Base Charge	$1,145.29
Mileage Charge: multiply the proposed per-mile charge times 17	$507.79
Weighted Charge (B) =	$1,653.08
BLS (Non 9-1-1 (Routine) transport Response within the	
Bundled Emergency Base Charge	$954.42
Mileage Charge: multiply the proposed per-mile charge times 17	$507.79
Weighted Charge (B) =	$1,462.21

2025 Dedicated Stand-By Service Charge (per hour):	$205.00
2026 Readiness Fee:	$1,001,349
2025 City Contract Administration Costs Fee:	$650,000

Liquidated Damages: Time Life Priority (Priority 1 & 2) Emergent (Priority 3 & 4) Non-Emergent (Priority 5 & 6) responses for each of the ERZ

Compliance %	Liquidated Damages
≥89% < 90%	$6,690
≥88% < 89%	$10,035
<88%	$13,380

For consecutive months of non-compliance, the following escalator will be used:

2 months in a row – 2% added to baseline.
3 months in a row – 5% added to baseline.
4 months in a row – 10% added to baseline.
5 months in a row – 15% added to baseline.
6 months in a row – 25% added to baseline.
7 months in a row – 35% added to baseline.
8 months in a row – 45% added to baseline.
9 months in a row – 55% added to baseline.
10 months in a row – 65% added to baseline.
11 months in a row – 80% added to baseline.
12 months in a row – 100% added to baseline.

If out of compliance for more than 12 months, the 12-month rate will be used until compliance is met.

Events and Liquidated Damages

Event	Criteria	Liquated Damages
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	$67 per report per day received after specified due date
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All priority 1-4, 9-1-1 emergency calls shall be responded to by an ALS ambulance. All priority 5/6, 9-1-1 emergency calls shall be responded to by a BLS ambulance.	$1,338 for every incident in which a BLS ambulance responds and transports a patient that requires an ALS ambulance.
Failure to report on- scene time	Each time an Emergency Ambulance is dispatched, the crew shall report and document on-scene time	$335 for each time on-scene time is not reported and documented
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	$67 per report or data submission per day received after specified due date
"Failure to Respond" to an emergency request for a response from the PSAP	Contractor shall respond to all official requests for a response from the PSAP "Failure to Respond" is defined by Contractor not sending an ambulance enroute to an emergency request within 60 minutes of notification from the PSAP	The City shall impose minimum liquidated damages of $13,380 for each failure to respond to an official call by Contractor. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Failure to comply with a lawful order by the (IC) or designate	The Contractor shall follow all lawful orders directed by the jurisdictional CSA agency of the incident, within the scope of work, as defined by EMS protocols and this Agreement. Contractor shall function within the jurisdictional CSA agency's incident command system and comply with all SOP's.	The City shall impose minimum liquidated damages of $13,380 for each failure to respond to an official and lawful order by the IC or designate. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Mutual aid response requests exceed 3% of calls in any month	Mutual aid response requests shall not exceed 3% of calls in any month	The City shall impose minimum liquidated damages of $13,380 for each month this limitation is breached.
Minor breaches	Minor breaches	The City may impose liquidated damages of $669 for minor breaches.

Appendix C - EMSD2 Provisions

This Appendix, pages 72-80, sets forth the sections of the Agreement that include EMSD2 and its Participating Jurisdictions. These terms control in the event of a conflict between the Agreement and this Exhibit while the EMS Interlocal Cooperation Agreement between the City, County, and EMSD2 is in effect. This Exhibit will terminate on the date the EMS Interlocal Cooperation Agreement terminates, at which point this Exhibit will have no further force or effect. In this Exhibit, terms that apply while the EMS Interlocal Cooperation Agreement is in effect are underlined.

5. Definitions:

"Contracted Service Area" or "CSA" - The combined geographic area within the corporate limits of the cities of Battle Ground, LaCenter, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purpose of group purchasing of ambulance services, as shown Figure 1 on page 80.

"District" or "EMSD2" - Clark County Emergency Medical Services District #2 established by ordinance pursuant to RCW 36.32.480.

"Interlocal Cooperation Agreement" - Interlocal Agreement for the Provision Of Ambulance Transport Services Between The City Of Vancouver And Clark County Emergency Medical Services District # 2 effective on January 1, 2025 through December 31, 2025.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst supports the Interlocal Cooperation Agreement, and provides analysis and data included in Contractor's reporting, billing and audit requirements.

"Regulated Service Area or RSA" - The combined area of the corporate limits of the cities plus the unincorporated areas of Clark County and all other general-purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the Interlocal Cooperation Agreement. This includes EMSD2 and any jurisdiction that may join or leave EMSD2 in the future. As of 2/8/24, the City is not included in the RSA.

6. Exclusive Non 9-1-1 ("Routine") Service Provider in EMSD2: The Contractor shall be the ambulance organization, authorized by the EMSD2, in the awarded RSA, to provide exclusive non-emergency ground ambulance services. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to the Contractor or its subcontractor. Non 9-1-1 ("Routine") transports shall be directed to the Contractor's 7-digit local number for processing. If a 7-digit call is determined to be a 9-1-1 call during call processing (emergency medical dispatch), it will be promptly referred back to CRESA.

ARTICLE 2
CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

3. **Services Description –** The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA, with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue (CCFR) area in the designated Northwest area of Clark County. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses. The Contractor shall be the ambulance organization authorized by the EMSD2 to provide Non 9-1-1 ("Routine") ground ambulance services in the awarded RSA covered under this RFP. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to Contractor or its subcontractor. Non 9-1-1 ("Routine") transports shall be directed to the Contractor's 7-digit local number for processing.

Article 3.2.b

Field Supervision – The Contractor shall provide 24-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs and other CSA agencies;

Article 3.4

9. **Equipment and Supplies** - The Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard.
   Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the CSA agencies. Please see the current list of equipment in Exhibit 3. City may consider exceptions in its discretion and in compliance with Applicable Law.

ARTICLE 4
OPERATIONS

The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements in the level of service provided in the City and EMSD2 and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.

f. Emergency Response Zones - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City and EMSD2, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Exhibit 1.

g. All Emergency Calls. Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue area in the designated Northwest area of Clark County as well as those emergency calls received through means other than 9-1-1.

h. Non 9-1-1 ("Routine") Calls – Contractor may respond to ALS and BLS Non-9-1-1 ("Routine") within the CSA, and shall be the exclusive ambulance services provider and respond to all ALS and BLS Non-9-1-1 ("Routine") within EMSD2.

i. Primary Response to Isolated Peripheral Areas of the CSA - While the Contractor shall respond to all 9-1-1 calls originating in the City and EMSD2, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.

Article 4.2(a)(b)

c. Description of Call Classification – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," "Non-Emergent (Priorities 5 and 6)," and Non-9-1-1 ("Routine), all as set forth in Table 4. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD. Routine classifications include BLS and ALS Non-9-1-1 ("Routine") transfers within the EMSD2 RSA only.

d. Response Time Performance Requirements - The two ERZ's -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 4. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. Non-9-1-1 ("Routine") transport requests for ambulance service are defined as Non-9-1-1 ("Routine") transports at the BLS or ALS level of service. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 4. Contractor shall submit Response Time Standards breaches to the

EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

Article 4.2.b.iv

iv. **Non-9-1-1 ("Routine") Transport Response (this section applies only to the RSA).** Contractor is the exclusive provider for this service in the RSA.

The Contractor shall place a BLS or ALS ambulance on the scene of all Non-9-1-1 ("Routine") scheduled ambulance requests within thirty minutes zero seconds (30:00) of the scheduled time for at least 80 percent of all response requests in any calendar month of the Term. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than 12 hours from the time the call is received in the Contractor's Dispatch Center. If the service receives an emergency request for an ALS Non-9-1-1 ("Routine") transport, the applicable Response Time requirement will be the same as that for Emergent requests.

If Contractor receives a Non-9-1-1 ("Routine") transport request with less than a 12-hour notice (unscheduled) the Response Time requirement will be arrival of the ambulance at the patient location within one hundred twenty minutes zero seconds (120:00) of the time of the request for not less than 80 percent of all response requests as measured within any calendar month. Contractor will not go below threshold level 2 for Non-9-1-1 ("Routine") transports.

Response times shall not apply to (i) transports that have a transport of equal to or more than 40 miles, or (ii) transports ending in Oregon.

Article 4.2.d and e

f. Lift Assists, Non-Emergency (Priority 5 & 6) and Non-9-1-1 ("Routine") Calls – The Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6) and Non-9-1-1 ("Routine") Calls. This section may be extended to additional agencies within the CSA during the term of this Agreement with 90 days advance notice to Contractor.

g. Summary of Response Time Requirements - Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	**Time Life Priority ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 9:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 3 & 4	**Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 12:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 5 & 6	**Non-Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	*≤ 17:59 mins*	*≤ 29:59 mins*	*Best Effort*
Routine For the EMSD2 area only	**Non-9-1-1 ≥ 80% Compliance**		
	Scheduled (Promised Pick-Up Time)	Non-scheduled	Remote (rural)
Transporting Ambulance	*≤ 30 mins (12 hr Pre-scheduled)*	*≤ 120 mins (less than 12 hr Pre-scheduled)*	*Best Effort*

13. Notification of Delays for Non-9-1-1 ("Routine") and Non-Emergency Responses - Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 ("Routine") and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 ("Routine") and non-emergency services.

Article 4.4

14. Notification of Delays for Non-9-1-1 ("Routine") and Non-Emergency Responses - Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 ("Routine") and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 ("Routine") and non-emergency services.

Article 4.7

Table 2: Non-9-1-1 ("Routine") Responses Liquidated Damage

Compliance %	Liquidated Damages
≥75% <80%	$5,352
≥70%< 75%	$8,028
<70%	$10,035

Article 4.9.d

Contractor's ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use. Type II ambulances may be considered for Non-9-1-1 ("Routine") calls only.

Article 4.9.q

u. Contractor shall retrieve equipment from hospitals and deliver it back to the applicable CSA agency. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve and decontaminate the equipment prior to return to the applicable CSA agency.

Article 4.11.g

Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the CSA agencies.

Article 6.c.xi

a. Data Integration - Contractor agrees to work closely with the City, EMSD2, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet. These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for their equitable portion of the data integration process.

Article 7.4

10. Multi-casualty and Disaster Response – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services and may suspend Non 9-1-1 ("Routine") services upon mutual written agreement with City, which may be by email.

At a multi-victim scene, Contractor's personnel shall perform in accordance with the applicable City and EMSD2 multi-victim response plan and within Incident Command System (ICS).

Article 7.5(a)

e. Mutual Aid Requirements – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the Contract if so directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

The Contractor should be aware the maximum use of mutual aid responses made by other agencies to calls originating within the City/EMSD2 is capped at 3% of calls.

Article 7.7

Communities May Contract Directly for Level of Effort - Contractor may contract directly with RSA agencies to have an ambulance located within their community with the prior written approval of the EMS Program Analyst.

Article 9.3

Product Endorsement/Advertising/Use of Name – The Contractor shall not use the City or any CSA agency name to endorse any products, services, or political activities without the express written consent of the Contract Administrator and applicable CSA agency.

Article 11.1

4. **Indemnification** - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

   In addition to City indemnification, Contractor shall indemnify, defend and hold harmless, Fire District 5 and EMSD2, its and their commissioners, officers, employees and agents from and against any from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

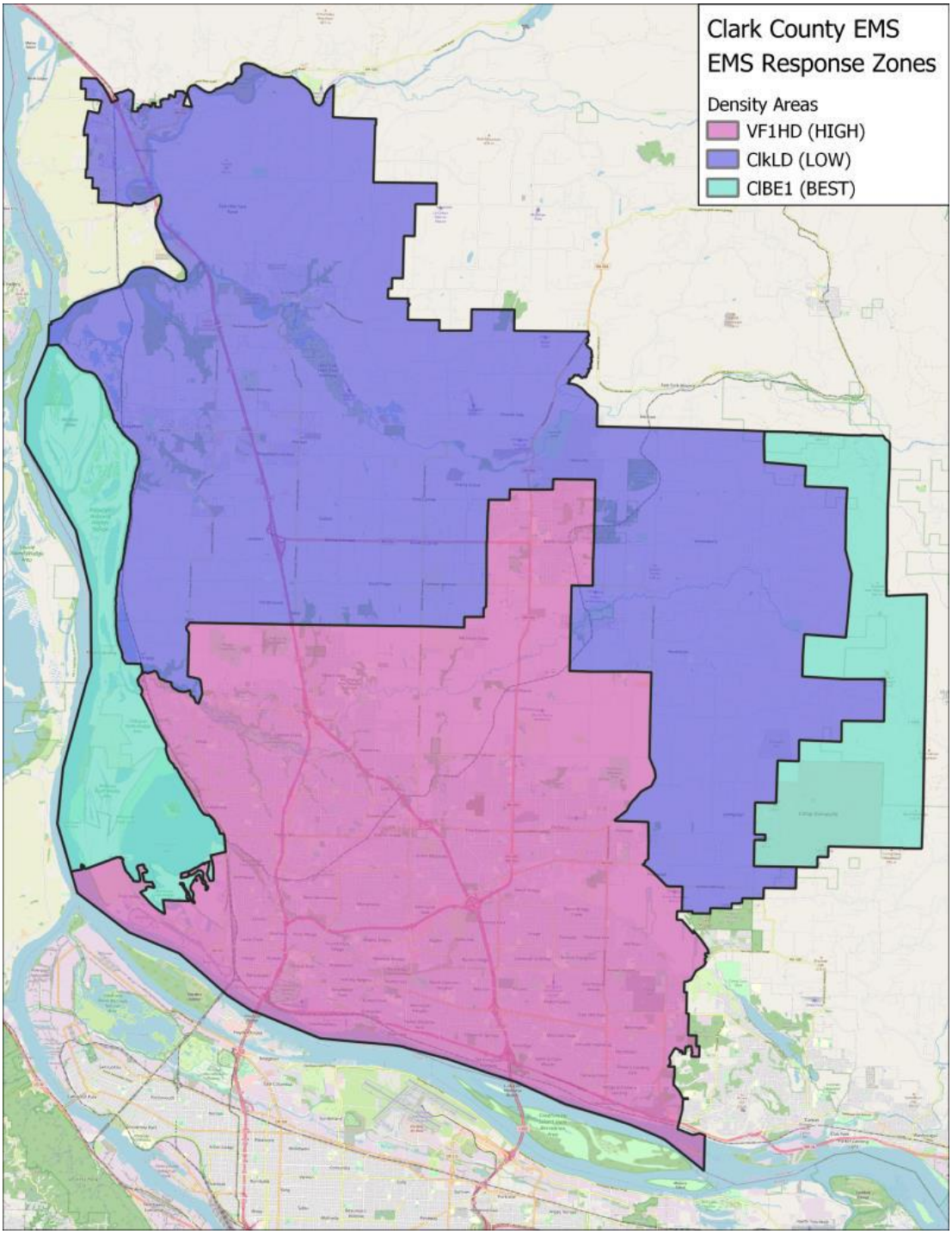
   Contractor assumes liability for actions brought by its own personnel against City, Fire District 5, or EMSD2 and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.

Article 11.3(a)

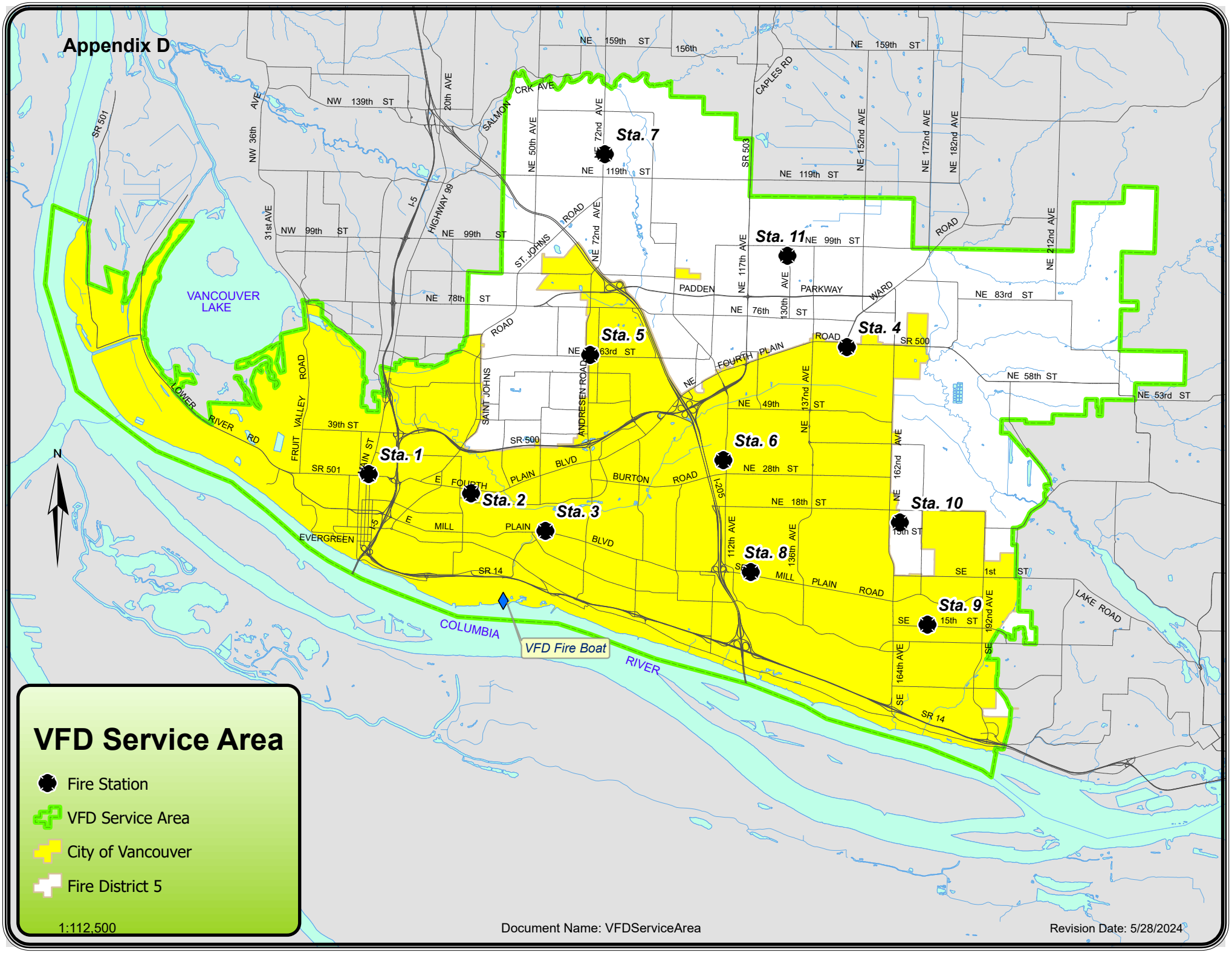
a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director, Clark County Fire Districts #3, 5, and 6, Clark-Cowlitz Fire Rescue, the City of Battle Ground, La Center, Ridgefield, and Woodland and Clark County, their Agents, Representatives, Officers, Directors, Elected

and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

Figure 1: Map of Total CSA



Appendix D



VFD Service Area

- Fire Station
- VFD Service Area
- City of Vancouver
- Fire District 5

1:112,500

Document Name: VFDServiceArea

Revision Date: 5/28/2024

Exhibit B

INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE TRANSPORT SERVICES BETWEEN THE CITY OF VANCOUVER AND CLARK COUNTY EMERGENCY MEDICAL SERVICES DISTRICT # 2

THIS IS AN INTERLOCAL AGREEMENT (“Interlocal”) entered into this ____ day of _____, 2024 under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW, between the City of Vancouver, a municipal corporation organized under the laws of the State of Washington ("City"), and Clark County Emergency Medical Services District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2"), related to the receipt of ambulance services by EMSD2. City and EMSD2 are each a “Party” and together, the “Parties."

RECITALS

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public agencies may contract to perform any government service, activity, or undertaking that each public agency is authorized by law to perform;

WHEREAS, the City advertised a request for proposals for ambulance services in March, 2024 and subsequently entered into an Ambulance Services Agreement (“Agreement”) with American Medical Response Northwest, Inc. ("AMR") effective January 1, 2025 for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the City (including Fire District 5), or the District, as defined below (“Services”);

WHEREAS, EMSD2 has entered into a separate Interlocal Agreement, attached as Exhibit B, under the Interlocal Cooperation Act with Clark County and the cities of Battle Ground, La Center, Ridgefield, and Woodland authorizing EMSD2 to enter into this Interlocal with the City

for the provision of Services to EMSD2 (together, these cities and unincorporated areas of Clark County excluding EMS District 1 and EMS District 3 are the "District");

WHEREAS, the City has partnered with EMSD2 over the past ten years to provide emergency response services to areas served by EMSD2 through the City's 2015-2024 Ambulance Services Agreement with AMR pursuant to an interlocal agreement between the City and EMSD2 that terminates on December 31, 2024;

WHEREAS, the City has determined that the level of complexity introduced by its rapid growth and urbanization requires it to focus all of its attention on providing the highest possible level of emergency medical services to the residents of the City of Vancouver and those residents in the Fire District 5 service area, which the Vancouver Fire Department serves through a cooperative fire services agreement;

WHEREAS, the City sent a letter to EMSD2 on May 10th, 2024 that stated it would pursue an ambulance services agreement for 2025-2029 that focuses on the City and Fire District 5's needs and offered EMSD2 the option of remaining in the Contracted Service Area (as defined in Exhibit A) for the first year of the Agreement (2025), piggybacking off the Agreement, or engaging in a separate ambulance services RFP process; and,

WHEREAS, in its June 7th, 2024 letter to the City EMSD2 opted to receive Services under the Agreement from January 1, 2025 through December 31, 2025;

WHEREAS, the Parties must enter this Interlocal to ensure EMSD2 receives ambulance services under the Agreement from January 1, 2025 through December 31, 2025.

NOW, THEREFORE, THE CITY AND EMSD2 AGREE:

AGREEMENT

1. **Definitions**. The definitions in Article I and Appendix C of the Agreement apply to this Interlocal and those defined terms used in this Interlocal are attached as Exhibit A.
2. **Purpose**. The purpose of this Interlocal is to provide for the delivery of ambulance services to the District as set forth in the Agreement during the 2025 calendar year.
3. **Term**. The term of this Interlocal is January 1, 2025 through December 31, 2025 ("Term").
4. **Termination**. This Interlocal will terminate at 12:00 AM on January 1, 2026. The Parties may not terminate this Interlocal for any reason prior to its termination date except that if City terminates the Agreement with AMR, it will provide 60 days written notice to EMSD2, following which this Interlocal will terminate and City will have no further obligations to EMSD2 related to the provision of ambulance services.
5. **City Obligations**.
    a. *Enforcement*. City will ensure that AMR provides the Services to the District as contemplated by the Agreement during the Term.
    b. *Communication*. City will be the sole Party to this Interlocal that communicates with AMR about the Agreement as it relates to the Services. For the avoidance of doubt, the EMS Program Analyst and EMSD2 staff persons may communicate on administrative issues including reports and liquidated damages distribution.
    c. *Administration*. City will administer the Agreement between AMR and City.
    d. *Pilot Projects*. City will confer in good faith with EMSD2 prior to engaging in any Pilot Projects that involves EMSD2. EMSD2 may request involvement in any Pilot Project, which the City may agree to at its discretion. If City engages in a

Pilot Project, it will ensure the Pilot Project does not impair the provision of Services to EMSD2.

e. *Reporting*. City will provide monthly compliance reports regarding the Agreement to EMSD2 within thirty days of receiving the reports from AMR. City will provide EMSD2 with an annual report for 2025 in 2026.

6. **EMSD2 Obligations**.

a. *District Agreement*. EMSD2 will remain bound by the separate interlocal agreements it holds with the District during the Term.

b. *Communication*. EMSD2 will solicit feedback from the District regarding the Services and appoint one representative to communicate with City representatives about the Services. All communications from any fire district providing services to the District must be conveyed solely to the EMSD2-appointed representative, who will communicate with City representatives. For the avoidance of doubt, the EMS Program Analyst and EMSD2 staff persons may communicate on administrative or litigation-related matters, including with AMR as necessary related to these matters.

c. *Business Associate Agreement*. EMSD2 will agree to and remain compliant with the Business Associate Agreement attached as Exhibit 3. The Business Associate Agreement will survive the termination of this Interlocal for so long as EMSD2 retains information protected by the Business Associate Agreement.

d. *Non-Emergency Ground Ambulance Services Ordinance*. The Agreement includes provision for non-emergency ground ambulance services exclusivity in the District as required by Clark County Code Chapter 5.48B.025 except as provided

in Section 5.48B.190. EMSD2 will be solely responsible for enforcement of the relevant ordinance.

7. **Financial Matters**.

   a. *Funding*. There is no cost to the Parties during the Term of this Interlocal.

   b. *Distribution of Liquidated Damages*. AMR may be required to pay liquidated damages under the Agreement for failure to comply with certain obligations. Following City's receipt of those liquidated damages, the City will determine the percentage of liquidated damages applicable to EMSD2 based on calls by Emergency Response Zone. The City will provide the applicable percentage of liquidated damages to EMSD2 within thirty days.

   c. *Increased Services*. EMSD2 may request to pay for additional services under the Agreement, which the City will consider in good faith and approve at its discretion.

   d. *Early Termination*. If EMSD2 breaches Section 4 Termination and withdraws from this Interlocal prior to December 31st, 2025 at 11:59:59 PM, EMSD2 agrees to pay reasonable costs associated with its early termination, including any Services cost increase to City from the date of termination through December 31, 2025 at 11:59:59 PM.

8. **Indemnification**.

   a. *By EMSD2*. EMDS2 will indemnify, defend, and hold harmless City, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with EMSD2's obligations or receipt of

ambulance services originating in the District under this Interlocal, including any direct or third-party Claims related to Clark County Code Chapter 5.48B.025 or the provision for that exclusivity in the Agreement.

b. *By City*. City will indemnify, defend, and hold harmless EMSD2, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgements, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the City's obligations under this Interlocal and any Claims arising in the City (including Fire District 5).

c. *Participation / Settlement*. Either Party may participate in the defense of indemnified Claims through counsel of their own choosing. Neither Party will settle any claim that affects the rights of the indemnified Party without prior written consent of the indemnified Party.

d. *Notice of Claim*. The Party seeking indemnification will promptly (within seven business days) notify the other Party of any Claims made by a third party.

e. *Survival.* The Parties' indemnification obligations will survive termination of this Agreement.

9. **Dispute Resolution**.

a. *Initial Dispute Resolution*. In the event of a dispute between the City and EMSD2 regarding the delivery of Services pursuant to the Agreement under this Interlocal, the Parties' designated representatives will confer to amicably resolve the dispute within fourteen business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the City

Manager and the EMSD2 Chair for resolution. The decision of the City Manager and EMSD2 Chair regarding the dispute shall be final as between the Parties.

b. *Mediation*. If the City Manager and EMSD2 Chair are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. Both Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

c. *Claims*. In accordance with Section 12, the Parties may bring any claim regarding this Interlocal in Superior Court in Clark County if they are unable to resolve the dispute under Section 9A or 9B. The Parties will pay their own costs and fees, including attorneys' fees related to any Superior Court claim.

10. **Notices**. All notices under this Interlocal will be hand delivered, emailed with confirmation of receipt, or mailed in the U.S. Mail, postage paid with return receipt and effective on the delivery date. A Party may change its address for notices at any time by providing notice in writing to the then-current address. Notices must be addressed to:

For City:

If by email: fireemsd2@cityofvancouver.us

If by mail: City of Vancouver, Attn: City Manager P.O. Box 1995, Vancouver, WA 98668 with a copy to: EMS Program Analyst and Procurement Manager P.O. Box 1995, Vancouver, WA 98668

If by in-person delivery: City of Vancouver, Attn: City Manager, 415 W 6th Street, Vancouver, WA 98660

For EMSD2:

If by email: Michelle.Schuster@clark.wa.gov

If by mail: Clark County, Attn: Emergency Service District #2, PO Box 5000, Vancouver, WA 98666

If by in-person delivery: Clark County, Attn: Emergency Service District #2, 1300 Franklin Street, Vancouver, WA 98660

11. **Amendment**. This Agreement may not be amended except by an instrument in writing executed by the Parties' authorized representatives.
12. **Governing Law; Venue**. This Agreement is governed by the laws of the State of Washington. Exclusive venue for any action arising under this Agreement will be the Superior Court located in Clark County, Washington in accordance with RCW 36.01.050.
13. **Severability**. If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable it shall strike the clause and the remainder of the Agreement will remain in full force and effect.
14. **Interlocal Execution and Filing.** This is an Interlocal entered into pursuant to Chapter 39.34 RCW. The governing body of each Party shall authorize the Agreement, which sets forth the purposes, powers, rights, objectives, and responsibilities of each Party. Its purpose is set forth in Section 2 (Purpose). Its duration is as specified in Section 3 (Term). Its manner of financing is set forth in Section 7 (Financial Matters). Its method of termination is set forth in Section 4 (Termination). No property shall be acquired pursuant

to this Agreement that will need to be disposed of upon partial or complete termination. This Agreement may be executed in two counterparts, which together will constitute a single instrument. Upon execution, the Vancouver City Clerk will cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040.

15. **Entire Agreement**. This Interlocal, together with its exhibits, is the entire agreement between the Parties and supersedes all other agreements between them whether written or oral in nature.

[*signature page follows*]

IN WITNESS WHEREOF, the parties agree to enter this Interlocal Agreement by their duly authorized signatures below as of _____, ____, 2024. The term of this Interlocal Agreement begins on January 1, 2025.

FOR THE CITY OF VANCOUVER, a municipal corporation

_____

Lon Pluckhahn, City Manager

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Jonathan Young, City Attorney

FOR EMSD2

_____

Sue Marshall, Chair EMSD2

Attest:

_____

Rebecca Messinger, Clerk of the Board

Approved as to form:

_____

Deb Wechselblatt, Senior Deputy Prosecuting Attorney

Exhibit A - Agreement Definitions and EMSD2 Appendix 1 Year One Definitions

Definitions applicable solely to EMSD2 in the first year of the Agreement are underlined. Definitions that apply throughout the term of the Agreement are not underlined.

"Contracted Service Area" or "CSA" - The combined geographic area within the corporate limits of the cities of Battle Ground, LaCenter, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purpose of group purchasing of ambulance services, as shown on Exhibit 1 - "CSA - Map" attached hereto and incorporated herein by reference.

"County" - Clark County, Washington.

"District" or "EMSD2" - Clark County Emergency Medical Services District #2 established by ordinance pursuant to RCW 36.32.480.

"Interlocal Cooperation Agreement" - Interlocal Agreement for the Provision Of Ambulance Transport Services Between The City Of Vancouver And Clark County Emergency Medical Services District # 2 effective on January 1, 2025 through December 31, 2025.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst supports the Interlocal Cooperation Agreement, and provides analysis and data included in Contractor's reporting, billing and audit requirements.

"Regulated Service Area or RSA" - The combined area of the corporate limits of the cities plus the unincorporated areas of Clark County and all other general-purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the EMS Interlocal Cooperation Agreement. This includes EMSD2 and any jurisdiction that may join or leave EMSD2 in the future. As of 2/8/24, the City is not included in the RSA.

Exhibit B – Interlocal between EMSD2 and the District

Exhibit C – Business Associate Agreement

Exhibit C – Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between the City of Vancouver, a Washington municipal corporation ("City" or "Covered Entity") and Clark County Emergency Medical Services District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2" or "Business Associate"), and is effective on January 1, 2025 ("Effective Date") in connection with the Interlocal Agreement between the Parties relating to ambulance services and effective from January 1 through December 31, 2025 ("Interlocal"), to which this BAA is an exhibit. City and EMSD2 are each a Party and collectively the Parties. Capitalized but undefined terms will have the meaning given them in the Interlocal.

Recitals

1. City is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. EMSD2 is a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with Business Associate's receipt of the Services under the Interlocal.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with receiving the Services in compliance with the Interlocal and Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with receiving the Services pursuant to the Interlocal, including its internal management and administration in connection with the Interlocal, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal

Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, EMSD2 shall implement the following security safeguards:
    A. *Least Privilege*. EMSD2 will ensure only Authorized Persons have access to PHI. EMSD2 will implement authentication and access controls to enforce least privilege. Authorized Persons means EMSD2's authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Interlocal. EMSD2 shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. EMSD2 shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. EMSD2 shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. EMSD2 shall encrypt all PHI in transit and at rest. EMSD2 shall ensure any mobile media that may contain PHI is encrypted. EMSD2 shall ensure its internal networks, including wireless networks, encrypt network activity. EMSD2 encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. EMSD2 encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. EMSD2 shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. EMSD2 shall maintain PHI solely in data centers located in the United States.
    G. *Business Continuity and Disaster Recovery*. EMSD2 shall maintain a business continuity plan and a disaster recovery plan. EMSD2's backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that City is relying on the administrative, physical, and technical safeguards implemented by Business Associate in providing PHI to Business Associate as part of receiving the Services. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its representatives, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. EMSD2 shall provide notice to the City party named in Notice section of the Interlocal.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5 (*last accessed* July 25, 2024).
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, representative, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.
   E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).
   F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply City with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the date EMSD2 no longer retains any of Covered Entity's PHI and no subcontractor or agent of EMSD2 retains any of Covered Entity's PHI. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven days from the date of written notice of the material breach. City may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form in connection with termination of the Agreement. However, Business Associate may determine that return or destruction of PHI is not feasible due to records retention obligations under Applicable Law. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The Parties agree that Business Associate will be required to retain PHI pursuant to Applicable Law beyond the termination of the Agreement and will retain it only for so long as required by Applicable Law, after which it will return the PHI to Covered Entity or destroy it in accordance with Applicable Law. The obligations under this section will survive termination of this Agreement.

13. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. EMSD2 will complete City's information security questionnaire upon request from City at no cost to City.

14. **Other Provisions**. Section 10-12 and 15 of the Interlocal are fully incorporated into this Agreement. The Parties will amend this BAA pursuant to Section 11 of the Interlocal if any Applicable Law changes to ensure continued compliance with Applicable Law.

[signature page follows]

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity	**Business Associate**
_____	_____
By: Lon Pluckhahn	By: Sue Marshall
Title: City Manager	Title: EMSD2 Chair
Date Signed:	Date Signed:

Exhibit C

Chapter 5.48B
EMERGENCY MEDICAL SERVICES

Sections:

5.48B.010 Purpose.
5.48B.020 Definitions.
5.48B.025 Exclusive ambulance service provider.
5.48B.115 Ambulance service license—Required.
5.48B.180 Prohibited activities.
5.48B.190 Affirmative defenses under this chapter.
5.48B.200 Enforcement—Liability limitations.
5.48B.210 Misdemeanor when—Penalties.
5.48B.220 Violations—Civil.
5.48B.230 Civil violation—Notice, penalties and appeal process.

5.48B.010 Purpose.

It is the purpose of this chapter:

(1) To adopt oversight and regulatory standards for the provision of ambulance and emergency medical services consistent with the terms of an ambulance contract negotiated by Vancouver;

(2) To promote state-of-the-art clinical quality of EMS care with reasonable, reliable response-time standards, and with the goal of furnishing the best possible chance of survival, without disability or preventable complication, to each EMS patient consistent with the requirements of an ambulance contract negotiated by Vancouver;

(3) To encourage methods for developing specific performance standards, adequate review and medical protocols for such services; and

(4) To establish a uniform EMS ordinance which may be adopted by other general purpose governmental units which have chosen to take advantage of a uniform standard of care in recognition of the roles of the Vancouver/Clark County medical facilities and health care community as regional providers of primary, secondary and tertiary medical care. (Sec. 2 of Ord. 2015-08-03)

5.48B.020 Definitions.

Unless a different meaning is plainly required by the context, words and phrases used in this chapter shall have the meanings attributed to them in RCW 18.73.030 or in this section; provided, that in case of any conflict, this chapter shall control.

"Ambulance patient" means any patient being transported in an ambulance, as defined in RCW 18.73.030.

"Ambulance service" means an agency licensed by the state of Washington to operate one (1) or more ground ambulances, as defined by RCW 18.73.030.

"Ambulance service contract" means the contract entered into between Vancouver and the ambulance service contractor for exclusive market rights for emergency ambulance transports (9-1-1) throughout the regulated service area and non-9-1-1 or nonemergency

services outside Vancouver. Contract responsibilities include, but are not limited to, providing all ground ambulance service originating within the contract service area, regardless of whether the patient's destination is within or outside Clark County, subject to the defenses defined in this chapter.

"Ambulance service contractor" means the entity which is under contract with Vancouver to provide ambulance services.

"Board" means the Clark County board of councilors.

"Cities" means the cities of Battle Ground, La Center, Ridgefield and Woodland, Washington, which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement.

"County" means Clark County, Washington.

"District" means Clark County Emergency Medical Services District No. 2 established by ordinance pursuant to RCW 36.32.480.

"Emergency medical services" or "EMS" means medical treatment and care which may be rendered of any medical emergency, or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

"EMS interlocal cooperation agreement" means the agreement entered into between the cities, Clark County, and the district pursuant to Chapter 39.34 RCW, in part to effectuate the enforcement of this chapter.

"Medical call-taker" or "emergency medical dispatcher" means a person in the employ of or acting under the control of a private or public agency who receives and responds to calls requesting emergency medical services and administers emergency medical dispatch protocols approved by the medical program director.

"Medical program director" or "director" means the medical program director for Clark County certified by the Secretary of the Department of Health, pursuant to Chapter 18.71 RCW.

"Medical protocol" means any diagnosis-specific or problem-oriented written statement of standard procedures promulgated pursuant to state or local law or regulation for pre-hospital care for a given clinical condition.

"On-line medical control physician" means a physician who gives direction to ambulance or other EMS personnel through direct voice contact or other communication media, as required by applicable medical protocols.

"Patient" means any person who is injured, sick, incapacitated, or otherwise found by the medical program director to require emergency medical services.

"Person" means an individual, partnership, company, association, corporation (governmental or private) or any other legal entity including any receiver, trustee, assignee or similar representative.

"Regulated service area" means the combined area of the unincorporated area of Clark County within EMS District No. 2, plus the corporate limits of the cities and all other general purpose jurisdictions which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement.

"Response time zones" means those geographic areas established in the Vancouver ambulance service contract.

"System standard of care" or "standard of care" means the combined compilation of all standards for out-of-hospital medical care including, but not limited to, emergency medical dispatching protocols; EMS patient care guidelines (i.e., first responders and ambulance providers); protocols for selecting destination hospitals; standards for certification of pre-hospital care personnel (i.e., medical call-takers, emergency medical responders, emergency medical technicians, paramedics and on-line medical control physicians); standards for permits (i.e., ambulances, first responder units, helicopter rescue units, and special-use mobile intensive care services); response-time standards; standards governing on-board medical equipment and supplies; and standards for licensure of ambulance services. The standard of care shall serve as both a regulatory and contractual standard of care and performance.

"Uniform EMS ordinance" or "ordinance" means the ordinance codified in this chapter and all substantially identical ordinances adopted by general purpose governmental jurisdictions which are also parties to the EMS interlocal cooperation agreement.

"Vancouver" means the incorporated boundary of the city of Vancouver and Clark County Fire District No. 5. (Sec. 3 of Ord. 2015-08-03)

5.48B.025 Exclusive ambulance service provider.

Only the exclusive ambulance service provider under contract with Clark County Emergency Services District No. 2 or the city of Vancouver (pursuant to interlocal agreement with Clark County on behalf of Emergency Services District No. 2) may provide emergency or nonemergency ambulance service within the "regulated service area." Except as provided in Section 5.48B.190, no other person or entity shall provide such ambulance service within the regulated service area unless authorized by declaration of emergency or by a request for mutual aid. (Sec. 4 of Ord. 2015-08-03)

5.48B.115 Ambulance service license—Required.

Except as provided in Section 5.48B.190, no person shall provide ambulance services within the unincorporated area of the county of EMS District No. 2, plus the corporate limits of the cities and all other general purpose jurisdictions which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement, unless they possess a current license to provide ambulance service that has been issued by the state of Washington. (Sec. 5 of Ord. 2015-08-03)

5.48B.180 Prohibited activities.

Except as provided in Section 5.48B.190 or by contract with Vancouver or Clark County EMS District No. 2, it shall be unlawful for any person, including any ambulance service, its agents or employees, to intentionally, knowingly, or recklessly:

(1) Make a false statement of a material fact, or omit disclosure of a material fact, in connection with any requirement of this chapter;

(2) Perform the services of or allow the performance of first responder, EMT or trainee activities by any first responder, EMT or trainee who suffers a suspension, revocation or termination of certification by the Department of Health;

(3) Solicit the performance of ambulance services or the transport of an ambulance patient by any person not licensed in the manner required by this chapter or by use of any vehicle or equipment for which an attestation has not been filed with the Clark County clerk;

(4) Perform the services of a first responder or EMT, unless in full conformity with state law, this chapter and the standard of care established hereunder;

(5) Provide private ambulance service within Clark County or Clark County EMS District No. 2, unless under contract to do so with Vancouver or Clark County EMS District No. 2 or is otherwise authorized by declaration of emergency or by a request for mutual aid;

(6) Fail or refuse to immediately advise CRESA of receipt of a request for emergency medical assistance;

(7) Falsify, deface or obliterate any license, certificate or permit required under this chapter;

(8) Transport an ambulance patient in any vehicle other than an ambulance, except as provided in RCW 18.73.170;

(9) Advertise on a vehicle a level of services not being provided by that particular vehicle. The level of service must be available any time that vehicle is available for service; provided, that this chapter shall not be construed to require level of service advertising on vehicles;

(10) Wear any badge or device similar to the badge traditionally worn by police or fire personnel while serving on or with an ambulance providing emergency medical transportation within Clark County, unless such ambulance is owned or controlled by a public safety agency and the personnel are employees of the agency;

(11) Deny or delay emergency ambulance or other EMS service to any person on account of possible inability to pay, race, creed, religion, age, sex, national origin, physical or mental disability, place of residence, financial condition, presence or absence of medical insurance coverage; provided, that it shall not be a violation of this chapter for ambulance personnel to obtain at the time of service information required for effective billing, to comply with state or federal regulations pertaining to patient care and transport, or to comply with special benefit eligibility procedures established by medical insurers or medical service providers; or

(12) Charge for any service, equipment or supplies not provided to the patient. (Sec. 7 of Ord. 2015-08-03)

5.48B.190 Affirmative defenses under this chapter.

(1) Vehicles or aircraft, when being used to render temporary assistance in the case of a public catastrophe or emergency when licensed ambulances under contract with

Vancouver or Clark County EMS District No. 2 are not available or cannot meet overwhelming demand;

(2) Vehicles or aircraft owned or controlled by the United States government, unless required to comply with state and local regulations by the United States government;

(3) Vehicles operated only on private property or within the confines of institutional grounds;

(4) Persons providing wholly volunteer emergency transportation or emergency medical services without compensation or the expectation of compensation on an unplanned and nonregular basis;

(5) Vehicles or aircraft responding at the request of an ambulance service provider licensed under this chapter, pursuant to a mutual aid agreement approved by the MPD;

(6) Persons or vehicles providing ambulance service for patient transports originating outside the regulated service area or nonstop patient transports through the regulated service area;

(7) Persons or vehicles providing non-9-1-1 ambulance service for inter-county patient transports originating inside the regulated service area and are in excess of forty (40) loaded miles using the most direct route. (Sec. 8 of Ord. 2015-08-03)

5.48B.200 Enforcement—Liability limitations.

Nothing in this chapter is intended to create a cause of action or claim against the cities and/or Clark County or its officials, employees or agents running to specific individuals. Any duty created by this chapter is a general duty running in favor of the public. Nothing in this chapter shall be construed to make the cities and/or Clark County liable for the costs of ambulance or EMS services. (Sec. 9 of Ord. 2015-08-03)

5.48B.210 Misdemeanor when—Penalties.

Any of the following violations of this chapter, committed in the regulated service area outside Vancouver, constitutes a misdemeanor punishable upon conviction by not more than ninety (90) days in jail and/or a fine not to exceed one thousand dollars ($1,000):

(1) Section 5.48B.180(1), false statements;

(2) Section 5.48B.180(2), performing or allowing performance while under suspension, revocation, or termination of Department of Health certification; or

(3) Section 5.48B.180(3) and (4), providing services without complying with Washington State laws applicable to ambulances or personnel. (Sec. 10 of Ord. 2015-08-03)

5.48B.220 Violations—Civil.

(1) Civil Violations. Any other violation of this chapter shall be a civil violation. Each day a violation exists shall be deemed a separate violation.

(2) Notice of Civil Violation/Notice to Correct. Whenever Clark County has reasonable grounds to believe that a violation of this chapter not listed in Section 5.48B.210 has been committed or exists, Clark County is authorized to issue to the violator a notice of civil violation and/or order to correct notifying the violator of the code authority upon which the determination of violation is based; order the violation to be corrected within a reasonable period of time; notify the violator of the right to appeal of the notice and/or order pursuant to Section 5.48B.230; and/or assess civil penalties against any violator within any twelve (12) month period as follows:

First violation	$500
Second violation	$750
Third violation	$1,000
Subsequent violations	$1,000 each

All penalties shall be paid to Clark County within thirty (30) days after service of the notice of civil violation. If penalties are unpaid between thirty-one (31) and sixty (60) days of service, an additional late penalty of one hundred (100) percent of the original penalty shall be assessed; and if unpaid between sixty-one (61) and ninety (90) days after service, an additional late penalty of two hundred (200) percent of the original penalty shall be assessed.

(3) Service of Notices. The notice of civil violation/order to correct shall be served upon the violator by personal service or by certified mail, postage prepaid, return receipt requested, to the violator at his or her last known address. (Sec. 11 of Ord. 2015-08-03)

5.48B.230 Civil violation—Notice, penalties and appeal process.

Persons to whom a notice of civil violation and/or order to correct has been issued may appeal the notice and/or order.

The notice of appeal shall be filed with Clark County within ten (10) working days following notice of Clark County's decision and shall state the facts and legal authority supporting the appeal.

Upon the filing of an appeal, the county board shall cause to have scheduled a hearing thereon before the hearing examiner appointed by the board within thirty (30) days, and provide at least five (5) days' notice of the hearing to the applicant or holder. The decision of Clark County shall be upheld unless the hearing examiner finds that the decision was arbitrary, capricious or contrary to law. The decision of the board or hearing examiner shall be final and conclusive unless review is sought in a court of competent jurisdiction within ten (10) days of the written decision. (Sec. 12 of Ord. 2015-08-03)

The Clark County Code is current through Ordinance 2023-11-28, passed November 28, 2023.

Disclaimer: The Clerk of the Board's Office has the official version of the Clark County Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: https://www.clark.wa.gov/ (https://www.clark.wa.gov/)
County Telephone: (564) 397-2232
Code Publishing Company (https://www.codepublishing.com/)

Exhibit D – Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between Clark County Emergency Medical Service District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2" or "Business Associate"), Clark County ("County") and the cities of Battle Ground, La Center, Ridgefield and Woodland ("the Cities"), and is effective on January 1, 2025 ("Effective Date") in connection with the EMS Interlocal Cooperation Agreement ("Interlocal") between the Parties relating to ambulance services and effective from January 1 through December 31, 2025, to which this BAA is an exhibit. EMSD2, the County and the Cities are each a "Party" and collectively the "Parties" or the "District". Capitalized but undefined terms will have the meaning given them in the Interlocal.

Recitals

1. EMSD2 is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. The County and the Cities are a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with Business Associate's receipt of the Services under the Interlocal.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with receiving the Services in compliance with the Interlocal and Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with receiving the Services pursuant to the Interlocal, including its internal management and administration in connection with the Interlocal, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the

confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, the Parties shall implement the following security safeguards:
    A. *Least Privilege*. The Parties will ensure only Authorized Persons have access to PHI. The Parties will implement authentication and access controls to enforce least privilege. Authorized Persons means the Parties' authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Interlocal. The Parties shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. The Parties shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. The Parties shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. The Parties shall encrypt all PHI in transit and at rest. The Parties shall ensure any mobile media that may contain PHI is encrypted. The Parties shall ensure its internal networks, including wireless networks, encrypt network activity. The Parties encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. The Parties encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. The Parties shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. The Parties shall maintain PHI solely in data centers located in the United States.
    G. *Business Continuity and Disaster Recovery*. The Parties shall maintain a business continuity plan and a disaster recovery plan. The Parties backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that the District is relying on the administrative, physical, and technical safeguards implemented by Business Associate in providing PHI to Business Associate as part of receiving the Services. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate

safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its representatives, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. The Parties shall provide notice to the District party named in Notice section of the Interlocal.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5.
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, representative, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.
   E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).
   F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply the District with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full

name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the date the Parties no longer retains any of Covered Entity's PHI and no subcontractor or agent of the Parties retains any of Covered Entity's PHI. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven (7) days from the date of written notice of the material breach. The District may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form upon termination of the Agreement. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The obligations under this section will survive termination of this Agreement.

13. **Indemnification**. The Parties and Business Associate shall indemnify the District and Covered Entity pursuant to Section 9 of the Interlocal arising from any actual or suspected breach of this BAA. The obligations under this section will survive termination of this Agreement.

14. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. The Parties will complete the District's information security questionnaire upon request from the District at no cost to the District.

15. **Other Provisions**. Section 13(a), 15, and 16 of the Interlocal are fully incorporated into this Agreement. The Parties will amend this BAA pursuant to Section 13(a) of the Interlocal if any Applicable Law changes to ensure continued compliance with Applicable Law.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity

_____
By: Sue Marshall
Title: EMSD2 Chair
Date Signed:

Approved as to form:

_____
Deborah Wechselblatt , Senior Deputy Prosecuting Attorney

Business Associate

_____
By: Gary Medvigy
Title: Clark County Council Chair
Date Signed:

Business Associate

_____
By: Kris Swanson
Title: City of Battle Ground City Manager
Date Signed:

Business Associate

_____
By: Tom Strobehn
Title: City of La Center Mayor
Date Signed:

Business Associate

_____
By: Steve Stuart
Title: City of Ridgefield City Manager
Date Signed:

Business Associate

_____

By: Todd Dinehart
Title: City of Woodland Mayor
Date Signed: