City Of Woodland
City Council Meeting Agenda Summary Sheet

Agenda Item: Adopt Ordinance No. 1288 - Uniform EMS Ordinance (FINAL READING)	**Agenda Item #:** (E) Action
	For Agenda of: 11/18/2013
	Department: Clerk/Treasurer
	Date Submitted: 10/29/2013

Cost of Item:		**BARS #:**	
Amount Budgeted:		**Description:**	
Unexpended Balance:			

Department Supervisor Approval: *Grover B. Laseke, Mayor / s /*

Committee Recommendation: Adopted on 1st Reading on 11/4/2013

Agenda Item Supporting Narrative (list attachments, supporting documents):

Ordinance No. 1288 – with Exhibit A-Interlocal Agreement and Attachment 1-Resolution (County)

Summary Statement/Department Recommendation:

Recommend approval.

ORDINANCE No. 1288
EMERGENCY MEDICAL SERVICES

[**No.** for Battle Ground-95-772; La Center-## Ridgefield-822; County-1995-04-04; Woodland-1288]

AN ORDINANCE relating to ambulances; amending Sections .020,.030, .040, .050, .080, .090, .095, .100, .110, .120, .130, .140, .150, .160, .170, .180, .190, .195, .200, .210, .220, .240, .250, .260, .270 of [Ordinance 95-772, codified in Chapter 8.32 BGMC / Ordinance ###, codified in Chapter ### LCMC / Ordinance 822, codified in Chapter 8.24 RMC / / Ordinance 1995-04-04, codified in Chapter 5.48A CCC / Ordinance ###, codified in Chapter ### WMC]; providing that the revisions to the Chapter shall become effective on January 1, 2015; and providing for severability.

WHEREAS, as found by the Cities of Battle Ground, La Center, Ridgefield, and Woodland(herein referred to as "Cities"), and Clark County (herein referred to as "County"), in Resolutions supporting key EMS System Design Decisions including, but not limited to Uniform EMS regulation and group purchasing of ambulance service for a single ambulance service provider which also serves EMS District #2 (herein referred to as "District"); and

WHEREAS, it is the recommendation and finding of the EMS Administrative Board and the Medical Program Director, based upon local and national research, that an exclusive ambulance services contract for both emergency and non-emergency ambulance transport is in the public interest and in the interest of consumers of such ambulance services; and

WHEREAS, it is the finding of Cities, County and District that the provision of efficient, timely, and professional emergency medical services is a matter of utmost public interest requiring that all public and private providers of pre-hospital emergency medical services be regulated; and

WHEREAS, based upon national and local research, and the recommendations of the Clark County Medical Program Director, it is the finding of the Cities, County and District that a tiered ("emergency" vs. "non-emergency") ambulance system is medically dangerous and, therefore, inadequate to provide uniformly high-quality patient care;

NOW, THEREFORE,

BE IT ORDAINED BY THE [CITY OF (BATTLE GROUND / LA CENTER / RIDGEFIELD / WOODLAND)] / [COUNTY OF CLARK]:

Section [010] Purpose.

It is the purpose of this ordinance:

A. To establish oversight and regulatory standards for the provision of ambulance and emergency medical services which supplement and exceed the standards of RCW Chapters 18.73 and 70.168 and the regulations adopted there under;

B. 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;

C. To provide a method to develop specific performance standards, adequate review, and medical protocols for such services; and

D. To establish a uniform EMS ordinance which may be adopted by other general purpose governmental units which wish to take advantage of a uniform standard of care in recognition of the role of the medical facilities and health care community as regional providers of primary, secondary, and tertiary medical care. (Sec. 1 of Ord. 1992-06-26; amended by Exh. A of Res. 2003-04-23)

Section [.020] Definitions.

Unless a different meaning is plainly required by the context, words and phrases used in this ordinance shall have the meanings attributed to them in RCW 18.73.030 or in this section; PROVIDED, that in case of any conflict, this ordinance 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 and county to operate one, or more ground ambulance as defined by RCW 18.73.030.

"Ambulance service contract" means the contract entered into between Clark County EMS District No. 2 (District) and Ambulance service contractor for exclusive market rights (9-1-1 and non-9-1-1 or non-emergency) and responsibilities, for the provision of all ground ambulance service originating within the Contract Service Area, regardless of whether the patient's destination is within or outside the County, subject to the exemptions defined in this ordinance.

"Ambulance service contractor" means the entity which is under contract with Clark County EMS District No. 2 (District) to provide ambulance services.

"Board" means the Clark County Board of Commissioners.

"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.

"CRESA" means the Clark Regional Emergency Services Agency.

"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.

"Emergency Medical Services Administrative Board," or "EMSAB" means the board established pursuant to this chapter and the EMS interlocal cooperation agreement to provide EMS administrative and financial oversight functions.

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

‘Loaded miles” means the ambulance transport of a patient from site of pick up to destination.

"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 "MPD" 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 #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 designated as urban, suburban, rural and wilderness by the EMS Administrative Board and in the ambulance service contract and EMS administrative rules adopted pursuant to this chapter.

"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 out-of-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. (Sec. 2 of Ord. 1992-06-26; amended by Sec. 1 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.025] Exclusive Ambulance Service Provider.

Except as provided for in Section .110, this chapter provides for a single provider of ambulance services (9-1-1 and other) for all ground ambulance for both emergency and non-emergency transport of ambulance patients. (Sec. 2 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.030] Regulatory Administration.

Clark County shall be the agent to enforce and administer this chapter and shall establish a budget for the support of such activities through an agreement with CRESA's EMS Program, provided that any criminal prosecution as defined in Section .240 shall be instituted by the affected jurisdiction. The specific responsibilities of Clark County as the regulatory administrator shall be described as described by the EMS interlocal cooperation agreement. (Sec. 3 of Ord. 1992-06-26; amended by Exh. A of Res. 2003-04-23)

Section [.040] Contract Administration.

The County shall appoint the five (5) members of an EMS administrative board. The EMS Administrative Board shall advise on matters pertaining to EMS contracting and system wide financial stability and carry out administrative duties through an agreement with CRESA's EMS Program. The specific responsibilities of the District as the contract administrator shall be described in the ambulance services contract and the EMS interlocal cooperation agreement. (Sec. 13 of Ord. 1992-06-26; amended by Sec. 3 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.050] EMS Administrative Board-- Membership.

The EMS administrative board shall consist of five (5) persons, none of whom shall be elected officials, who shall consist of the following:

A. One (1) with expertise in the field of health care administration;

B. One (1) with expertise in business and finance;

C. One (1) with expertise in law;

D. One (1) with expertise in the fields of health care administration or business;

E. One (1) with expertise in insurance.

(Sec. 13(a) of Ord. 1992-06-26; amended by Sec. 4 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.060] EMS Administrative Board-- Terms And Conduct.

Initial appointees shall draw lots from a selection including two (2) appointments for two (2) years and three (3) appointments for three (3) years. Thereafter, terms shall be for three (3) year terms. The EMS administrative board shall elect such officers and adopt such bylaws as appropriate for orderly conduct of business. (Sec. 13(b) of Ord. 1992-06-26; amended by Sec. 5 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.070] EMS Administrative Board-- Powers And Duties.

The EMS administrative board shall:

A. Develop and administer an ambulance procurement process for the Contract Service Area of EMS District #2, subject to confirmation by the District;

B. Conduct ongoing ambulance contract administration and oversight;

C. Review and comment on changes in EMS system structure and financing;

D. Review upgrades in the system standard of care which will result in major cost increases, subject to confirmation by the District;

E. Perform such other duties as are prescribed by the EMS interlocal cooperation agreement. (Sec. 13(c) of Ord. 1992-06-26; amended by Sec. 6 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.080] Administrative Rules.

A. Authority. Clark County may adopt, amend and repeal administrative rules deemed necessary to achieve the purposes of this chapter. Such rules shall include, but are not limited to:

(1) Procedures for licensing ambulance services;

(2) Procedures for obtaining ambulance vehicle permits;

(3) Minimum ambulance vehicle and equipment standards;

(4) Minimum ambulance staffing levels; and

(5) Minimum ambulance response time standards.

B. Notification Requirements. In promulgating or amending these rules, Clark County shall provide for reasonable notice to and opportunity for comment by affected agencies and persons by:

(1) Publication in a newspaper of general circulation in the county at least ten (10) days prior to the day of intended action; and

(2) At least thirty (30) days' written notice to all EMS agencies within the county and to those persons on file as having requested such notice from the

County. The notice should state the subject matter and purpose of the intended action and the time, place and manner in which interested persons may present their views on the intended action. It should inform the reader that a copy or the proposal and the County recommendation are available for inspection. (Sec. 9 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

C. Rule Adoption Procedure. Clark County shall adopt rules according to the following procedures:

(1) Public notification as outlined above in Section .080 B;

(2) Written recommendation by the County setting forth the legal authority for the action, the need for the rule and how the rule fulfills the need;

(3) A public hearing that provides reasonable opportunity for testimony from the public;

(4) No rule related to training, certification, medical equipment, or medical protocols shall be made without recommendation from the MPD.

D. Rule Adoption Effective Date – Appeal. The action taken by Clark County shall become effective on the thirtieth (30th) day following public notification unless a written notice of appeal pursuant to Section .160 of this chapter is timely filed within fourteen (14) days of public notification. Such appeals shall state the alleged errors, the evidence and legal authority to be relied upon on appeal and the requested action.

1 Section [.090] System Standard of Care-- Medical Program Director's
2 Duties.
3 The County, as the regulatory administrator, shall contract with the Medical
4 Program Director (MPD) to perform the following duties and responsibilities:
5 A. To prescribe and periodically revise the standard of care for EMS
6 services so as to supplement or exceed the standards set by state law and
7 regulations;
8 B. To appoint and receive recommendations from such standing and ad
9 hoc advisory committees as may be appropriate to secure broad-based input for
10 improving the standard of care, with membership on such committees which may
11 include emergency medical service providers such as physicians, nurses and
12 paramedics; public and private emergency response and planning agency
13 personnel; and consumers of emergency medical services; PROVIDED, there
14 shall be appointed at minimum one (1) standing advisory committee composed of
15 representatives from public and private EMS providers;
16 C. To recommend to the state the issue, renew, suspend, revoke and
17 restriction of certifications provided for by this chapter, subject to appeal or
18 review as prescribed by this chapter and not inconsistent with state law;
19 D. To establish and maintain a system of clinical monitoring, medical
20 control and medical audit designed to detect and correct deviations from the
21 standard of care which reduce the level of patient care, to identify and correct
22 deficiencies in the system standard of care itself, and advance the practice of

pre-hospital medicine through clinical research. (Sec. 4(a) of Ord. 1992-06-26; amended by Sec. 7 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.095] System Standard Of Care-- Upgrades--Conditions.

Upgrades to the system standard of care may be periodically proposed by the MPD, after input from any appropriate ad hoc or standing advisory committees established pursuant to this chapter. The MPD shall notify the cities and all affected holders of licenses, permits and certifications of the proposed upgrade not less than thirty (30) days prior to the date scheduled for its implementation. The affected persons or entities may submit a statement of financial impact to the MPD documenting their projected actual and reasonable costs of implementing and maintaining such upgrade and the impact of such costs on the fees, if any, they charge for their services or the amount of local government funding for such services. The financial impact statement shall be submitted in a format approved by the MPD. If no financial impact statements are submitted, or if the statements submitted show that the proposed upgrade can be implemented without an increase in fees to consumers or an increase in local government subsidy, the upgrade shall be implemented as scheduled. If financial impact statements are submitted by the ambulance service contractor show that the upgrade will result in increased fees to consumers or increased local government subsidies, the proposed upgrade shall be referred to the EMS administrative board for review. If financial impact statements are submitted by other affected holders of licenses, permits and certifications to show the upgrade will result in increased fees to consumers, increased local government subsidies,

or government funding of EMS, the impact statements shall be referred to the appropriate policy body for that affected holder of licenses, permits and certifications for consideration in adopting the upgrade. (Sec. 4(b)(1) of Ord. 1992-06-26; amended by Sec. 8 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.100] System Standard Of Care-- Upgrades--Review Required.

Upon receipt of a proposal for an upgrade in the system standard of care which is alleged to result in a cost or subsidy increase to the contractor, the EMS administrative board shall schedule a hearing within thirty (30) days of receipt to determine the probable financial impact of the proposed upgrade and review its importance to the provision of quality pre-hospital medicine. The MPD, the cities, the county and the ambulance service contractor shall be given not less than five (5) days' prior notice of the hearing and shall have the opportunity to present evidence and argument at the hearing. The EMS administrative board shall approve, modify, or deny the proposed upgrade subject to confirmation by the District, and give notice of its decision to the city, county, and ambulance service contractor; PROVIDED, that no proposed upgrade shall be modified by the EMS administrative board without the approval of the MPD. The upgrade so approved or modified shall become effective thirty (30) days after notice of the decision of the EMS administrative board, unless prior to the expiration of such time the District gives notice to the EMS administrative board of its election to review the upgrade. The District shall schedule a hearing before the board on the upgrade within thirty (30) days of its notice of election and shall give the MPD, the cities,

and ambulance contractor not less than five (5) days' prior notice of the hearing and the opportunity to present evidence and argument at such hearing. The District may approve, modify or deny the upgrade; PROVIDED, that the upgrade shall not be modified without approval of the MPD. The written decision of the board on the upgrade shall be final and conclusive unless review is sought in a court of competent jurisdiction within ten (10) days of the board's written decision. (Sec. 4(b)(2) of Ord. 1992-06-26; amended by Sec. 10 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.110] Ambulance Service License-- Required.

Except as provided in Section .220, no person shall provide ambulance services within the unincorporated area of the county of EMS District #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 licensed to do so pursuant to this chapter. (Sec. 5(a) of Ord. 1992-06-26; amended by Sec. 15 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section.[120] Ambulance Service License-- Issuance.

No such license shall be issued unless:

A. The applicant has fully and accurately completed an application on a form approved by CRESA's EMS Program;

B. The applicant has fulfilled all the requirements of the laws of the state of Washington, including but not limited to RCW Chapter 18.73 and its

implementing regulations as they now exist or as they may be hereafter amended;

C. The applicant has also met all the requirements of this chapter which supplement or exceed those established by state law, including all elements of the standard of care established hereunder;

D. The applicant has obtained an ambulance permit as provided in Section .170 of this chapter and has paid an ambulance and equipment inspection fee of one hundred dollars ($100) plus twenty-five dollars ($25) per ambulance utilized by the applicant. Such inspection fee shall likewise be paid upon acquisition of additional ambulances. If application for an ambulance permit or permit for an item of equipment is rejected, the applicant or licensee may submit the ambulance or item of equipment one (1) additional time without additional fee, or may seek the board's review of the rejection as provided in Section .160. (Sec. 5(b) of Ord. 1992-06-26; repealed by Exh. A of Res. 2003-04-23)

Section [.130] Ambulance Service License-- Term.

Except as provided in Section .220, ambulance service licenses shall be valid for a period of two (2) years from the date of issuance unless suspended, revoked or restricted for cause. Licenses shall be nontransferable except with the approval of CRESA's EMS Program. (Sec. 5(c) of Ord. 1992-06-26; amended by Sec. 16 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.140] Ambulance Service License-- Denial, Suspension And Revocation--Conditions.

CRESA's EMS Program may deny a license application or license renewal, or revoke, suspend or restrict a license if there is reasonable cause to believe that the applicant for or holder of the license has violated any provision or failed to meet any standard established through this chapter which supplements or exceeds that established by state law. (Sec. 6(a) of Ord. 1992-06-26; Sec. 17 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.150] Ambulance Service License-- Denial, Suspension And Revocation--Notice.

If CRESA's EMS Program denies a license application or license renewal, or revokes, suspends or restricts a license, the applicant for or holder thereof shall be given a written notice stating:

A. The facts and conclusions upon which the decision is based; and

B. That the decision shall be final and conclusive and that the applicant or holder shall be deemed to have waived all rights to an administrative hearing unless the applicant or holder files with the county a written notice of appeal pursuant to Section .160 of this chapter. Notice of a license revocation, suspension, or restriction shall be given prior to the effective date of such action; PROVIDED, CRESA's EMS Program may revoke, suspend or restrict a license, without prior notice, but subject to a timely appeal, if CRESA's EMS Program finds that immediate action is necessary in order to protect the health, welfare or

safety of the public. (Sec. 6(b) of Ord. 1992-06-26; amended by Sec. 18 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.160] Ambulance Service License-- Denial, Suspension And Revocation--Appeal.

The notice of appeal shall be filed with the county within ten (10) working days following notice of the CRESA EMS Program's decision and shall state the grounds for the appeal.

Upon the filing of an appeal, the county board shall cause to have scheduled a hearing thereon before the board or before a 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 the CRESA EMS Program shall be upheld unless the board or 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. 6(c) of Ord. 1992-06-26; repealed by Exh. A of Res. 2003-04-23)

Section [.170] Permits For Certain Vehicles.

No person or entity shall operate or utilize any vehicle used as an ambulance, used for transport from emergency scenes, healthcare facilities, or private residences without first having in effect a permit issued by CRESA's EMS Program pursuant to this chapter. Such permits shall be valid for a period of one (1) year unless revoked, suspended or restricted for cause. Permit applications shall be made upon forms approved by CRESA's EMS Program. Such permits

shall be nontransferable. (Sec. 8 of Ord. 1992-06-26; amended by Sec. 12 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.180] Certification For Certain Personnel.

No person or entity shall perform services as a medical call-taker/emergency medical dispatcher, first responder, emergency medical technician, paramedic or on-line medical control physician without having a valid certification recommended by the MPD and issued by the state pursuant to the standard of care established pursuant to this chapter. Such certifications shall be valid for a period established by the certifying authority, unless suspended, revoked or restricted by the state as recommended by MPD for cause. Applications for certification shall be made upon Washington State forms. Such certifications shall be nontransferable. (Sec. 7 of Ord. 1992-06-26; amended by Sec. 13 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.190] Certifications And Permits-- Denial, Suspension And Revocation--Conditions.

The MPD for certifications and CRESA's EMS Program for permits may not recommend application to the State for an initial, or renewed certification or permit; or may recommend revocation, suspension, or restriction an existing certification, or permit for failure to comply with, or for the violation of any provision of this chapter or any standard or rule established through this chapter which supplements or exceeds that set by state law. (Sec. 9(a) of Ord. 1992-06-26; amended by Sec. 14 of Ord. 1995-04-04; repealed by Exh. A of Res. 2003-04-23)

Section [.200] Certifications And Permits-- Denial, Suspension And Revocation--Appeals Procedure.

The MPD for certifications and CRESA's EMS Program for permits shall notify the applicant for or holder of the certification or permit, in writing, of the facts and conclusions upon which the recommendation is based and the recommendation shall be final and conclusive; and the applicant, or holder shall be deemed to have waived all rights to review of the recommendation unless the applicant, or holder files with the county a written notice of appeal stating the grounds therefore within ten (10) working days following notice of such recommendation. Such appeal shall be processed pursuant to the terms of Section .160. (Sec. 9(b) of Ord. 1992-06-26; repealed by Exh. A of Res. 2003-04-23)

Section [.210] Prohibited Activities.

Except as provided in Section 5.48A.110, it shall be unlawful for any person including any ambulance service, its agents or employees, to intentionally, knowingly, or recklessly:

A. Make a false statement of a material fact, or omit disclosure of a material fact, in any application for a license, certification, or permit required by this chapter;

B. 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;

C. Solicit the performance of ambulance services or the transport of an ambulance patient by any person not licensed or certified under this chapter or by use of any vehicle or equipment for which a permit is not in effect under this chapter;

D. 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;

E. Provide private ambulance service unless under contract to do so with the District or authorized by CRESA in time of emergency;

F. If licensed hereunder, fail or refuse to immediately advise CRESA of receipt of a request for emergency medical assistance;

G. Falsify, deface or obliterate any license, certificate or permit required under this chapter;

H. Transport an ambulance patient in any vehicle other than an ambulance, except as provided in RCW 18.73.170;

I. Advertise on a vehicle a level of services not being provided by that particular vehicle. The level of service must be available anytime that vehicle is available for service; PROVIDED, that this chapter shall not be construed to require level of service advertising on vehicles;

J. 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 the county unless such ambulance is

owned or controlled by a public safety agency and the personnel are employees of the agency;

K. 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;

L. Charge for any service, equipment or supplies not provided to the patient. (Sec. 10 of Ord. 1992-06-26; amended by Sec. 19 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.~~11~~220] Exemptions To Chapter Provisions.

This chapter shall not apply to:

A. Vehicles or aircraft when being used to render temporary assistance in the case of a public catastrophe or emergency when licensed ambulances are not available or cannot meet overwhelming demand;

B. 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;

C. Vehicles operated only on private property or within the confines of institutional grounds;

D. Persons providing wholly volunteer emergency transportation or emergency medical services without compensation or the expectation of compensation on an unplanned and non-regular basis;

E. 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;

F. Persons or vehicles providing ambulance service for patient transports originating outside the regulated service area or nonstop patient transports through the regulated service area.

G. Persons or vehicles providing non-911 ambulance service for inter-county patient transports originating inside the regulated service area and are in excess of 30 loaded miles. (Sec. 12 of Ord. 1992-06-26; amended by Sec. 11 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.230] Enforcement--Liability Limitations.

Nothing in this chapter is intended to create a cause of action or claim against the [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 [County] liable for the costs of ambulance or EMS services. (Sec. 14 of Ord. 1992-06-26; amended by Exh. A of Res. 2003-04-23)

Section [.240] Violation--Misdemeanor When-- Penalties.

Any of the following violations of this chapter constitutes a misdemeanor punishable upon conviction by not more than one (1) year in jail and/or a fine not to exceed five thousand dollars ($5,000):

A. Section .160, unlicensed service;

B. Section .130, uncertified personnel;

C. Section .120, operation without permit;

D. Section .220.A, false statements;

E. Section .220.B, performing or allowing performance while under suspension, revocation, or termination of Department of Health certification.

F. Section .220.C, solicitation to perform unlicensed, uncertified service or to use vehicles/equipment without permits. (Sec. 11(a) of Ord. 1992-06-26; amended by Sec. 20 of Ord. 1995-04-04; amended by Exh. A of Res. 2003-04-23)

Section [.250] Violation--Civil When-- Continuing.

A. Civil Violations. Any other violation of this ordinance shall be a civil violation. Each day a violation is permitted or suffered to continue shall be deemed a separate violation.

B. Notice of Civil Violation/Notice to Correct. Whenever the CRESA EMS Program has reasonable grounds to believe that a violation of this ordinance not listed in Section .240 has been committed or exists, the CRESA EMS Program is authorized to issue to the violator a Notice of Civil Violation and/or Order to Correct notifying the violator of the facts and conclusions 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 .160 of this ordinance; and/or assess civil penalties against any violator within any twelve month period as follows:

First violation	$100
Second violation	$200
Third violation	$400
Fourth violation	$800
Subsequent violations	$1,000 each

All penalties shall be paid to the County within thirty (30) days after service of the Notice of Civil Violation. If penalties are unpaid between 31 and 60 days of service, an additional late penalty of 100% of the original penalty shall be assessed; and if unpaid between 61 and 90 days after service, an additional late penalty of 200% of the original penalty shall be assessed.

C. Service of Notices. The Notice of Civil Violation/Order to Correct shall be served upon the violator by personnel service or by certified mail, postage prepaid, return receipt requested, to the violator at his or her last known address. (Sec. 11(b)(1) of Ord. 1992-06-26; repealed by Sec. 21 of Ord. 1995-04-04)

Section [.260] Civil Violation--Notice, Penalties And Appeal.

Persons to whom a Notice of Civil Violation and/or Order to Correct have been issued may appeal the Notice and/or Order pursuant to the provisions of Section .160 of this ordinance. (Sec. 11(b)(2)--(4) of Ord. 1992-06-26; repealed by Sec. 21 of Ord. 1995-04-04)

Section [.270] Violation--Other Penalties.

In addition to or as an alternative to the other penalties provided for in this chapter, violation of or failure to comply with any of the provisions of this chapter shall be grounds for the denial, non-renewal, revocation, suspension, and restriction of any license, certification, and permit required by this chapter. (Sec. 11(c) of Ord. 1992-06-26; repealed by Exh. A of Res. 2003-04-23).

ADOPTED this 18th day of November, 2013.

CITY OF WOODLAND:

_____

Grover B. Laseke, Mayor

ATTEST:

_____

Mari E. Ripp, Clerk-Treasurer

APPROVED AS TO FORM:

_____

William Eling, City Attorney

Published: November 27, 2013
Effective: December 2, 2013

ATTACHMENT 1

BOARD OF COUNTY COMMISSIONERS

IN THE MATTER OF:
AN ORDINANCE relating to ambulances; amending Sections .020, .030, .040, .050, .080, .090, .095, .100, .110, .120, .130, 140, .150, .160, .170, .180, .190, .195, .200, .210, .220, .230, .240, .250, .260, .270 of Ordinance 1995-04-04, codified in Chapter 5.48A CCC; providing that the revisions to the Chapter shall become effective on January 1, 2015; and providing for severability.

RESOLUTION #_____

WHEREAS, as found by the Cities of Battle Ground, La Center, Ridgefield, and Woodland (herein referred to as "Cities"), and Clark County (herein referred to as "County"), in Resolutions supporting key EMS System Design Decisions including, but not limited to Uniform EMS regulation and group purchasing of ambulance service for a single ambulance service provider which also serves EMS District #2 (herein referred to as "District"); and

WHEREAS, it is the recommendation and finding of the EMS Administrative Board and the Medical Program Director, based upon local and national research, that an exclusive ambulance services contract for both emergency and non-emergency ambulance transport is in the public interest and in the interest of consumers of such ambulance services; and

WHEREAS, it is the finding of Cities, County and District that the provision of efficient, timely, and professional emergency medical services is a matter of utmost public interest requiring that all public and private providers of pre-hospital emergency medical services be regulated; and

WHEREAS, based upon national and local research, and the recommendations of the Clark County Medical Program Director, it is the finding of the Cities, County and District that a tiered ("emergency" vs. "non-emergency") ambulance system is medically dangerous and, therefore, inadequate to provide uniformly high-quality patient care;

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners approve the revisions made to the EMS Ordinance (Exhibit A).

For Clark Board of County Commissioners

_____ ATTEST:_____
Steve Stuart, Chair (date) COUNTY CLERK

APPROVED as to form and legality this
day of _____ , 2013.

_____
Chris Horne, Chief Civil Deputy

EMS INTERLOCAL COOPERATION AGREEMENT

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between Clark County (hereinafter the "County"), the cities of Battle Ground, La Center, Ridgefield, and Woodland (hereinafter, "Cities"), and Clark County Emergency Medical Services District #2 (hereinafter, the "District") by which the parties agree to establish and participate in (1) a cooperative and uniform system of Emergency Medical Services (EMS) regulation and (2) ambulance service group purchasing through competitive procurement processes, which such systems of regulation and group purchasing shall be open to such other jurisdictions that choose to participate through this agreement. This agreement replaces and supersedes the EMS Interlocal Cooperation Agreement entered into between the County, District, and Vancouver, on March 20 1995; and the Addenda adding the City Battle Ground on March 11, 1997, the City of Ridgefield January 30, 1996, and the City of La Center April 22, 2003; Memorandum of Understanding extending the EMS Interlocal Cooperation Agreement from June 30, 2010 to September 30, 2014; and Memorandum of Understanding extending the EMS Interlocal Cooperation Agreement from September 30, 3014 to December 31, 2014.

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

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

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

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

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

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

NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES.

The purposes of this agreement are:

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

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

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

2. DEFINITIONS.

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

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

b. "Annual Inflation Adjustment" means the annually computed maximum upward adjustment to the Average Patient Charge based upon the Indexed

Inflation Adjustment provisions established herein which, when approved by the EMS Administrative Board, and implemented in whole or part by the Ambulance Service Contractor, shall serve as the basis for any upward adjustment to the Average Patient Charge for the following contract year.

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

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

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

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

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

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

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

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

k. "Franchise Model" means an EMS business structure in which a contracted organization serves as the retail provider of ambulance services, and owns or controls most or all essential factors of production including operating licenses

and permits, third-party reimbursement provider numbers, patient accounts receivable, and other factors of production. Under a "franchise model," the ambulance services contractor controls the patient accounts management process, and is compensated by way of such fee-for-service revenues as may be realized from the sale of ambulance services.

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

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

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

3. PARTICIPATION.

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

4. UNIFORM EMS ORDINANCE.

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

5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

The District and the Cities shall retain the following powers:

a. Subsidy Options.

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

b. Uniform Quality of Care.

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

c. Uniform Charges

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

d. No Ambulance Deployment Restrictions.

The Ambulance Service Contractor shall be prohibited from contractually committing any of its ambulances to the exclusive benefit of any particular jurisdiction, except under contract for short-term special events. The participating jurisdictions shall have access to all resources of the Ambulance Service Contractor at

any given time, subject to fluctuations in consumer demand for service, weather conditions and disaster situations.

e. Response Time Reliability.

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

f. Contract Commitments.

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

6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. One city council member appointed by the Clark County mayor's group representing the Cities of Battle Ground, LaCenter, Ridgefield and Woodland. The city representative shall change each year 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.

8 EMS ADMINISTRATIVE BOARD

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

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

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

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

d. Evaluate and make recommendation to the District regarding any proposed formula by any participating jurisdiction for a user fee subsidy pursuant to Section 5(a) of this Agreement.

e. Determine the Annual or Indexed Inflation Adjustments, if any, to the Average Patient Charge and/or Maximum Patient Charge as described in Section 9 (a) of this agreement;

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

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

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

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

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

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

iii. One with expertise in the field of law

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

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

9 <u>ADJUSTMENTS TO AVERAGE PATIENT CHARGE/MAXIMUM PATIENT CHARGE.</u>

a. <u>Inflation Adjustment</u>

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

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

b. Local Subsidy Review

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

10 EXTRAORDINARY ADJUSTMENTS.

a. Types of Extraordinary Adjustments/Criteria.

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

(1) Externally-Imposed Upgrade Adjustment.

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

(2) Extraordinary Cost Increase Adjustment.

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

b. Review/Comment/Confirmation.

No Extraordinary Adjustments to the Average Patient Charge or Maximum Patient Charge shall become final and effective until thirty (30) days after its approval by the EMS Administrative Board, during which time: (1) the participating parties to this agreement shall have opportunity to review and comment on any such adjustment; (2) the Medical Program Director shall review and comment on any adjustment which in

his or her opinion may have an impact on patient care; and (3) the District may elect to review and approve, modify, or disapprove such adjustment. Absent such election, the adjustment shall become final.

11. CONSOLIDATED ANNUAL REPORT.

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

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

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

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

a. Contracting Process.

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

(1) Business Structure.

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

(2) Type of Contract.

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

(3) Initial Term.

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

(4) Earned Rights to Extension.

The EMS Administrative Board may elect to award, and the District may negotiate, up to three (3) additional [two (2) year earned extensions] on a "rolling basis" at the end of the second, fourth and sixth contract years, subject to the following requirements:

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

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

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

(d) Substantial and Consistent Compliance.

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

(f) Market Review.

A finding by the EMS Administrative Board, after review of other high performance EMS systems, that reopening competition for the

contract would not likely result in substantial cost savings or service improvements in comparison to costs and service levels of other high performance EMS systems.

(5) Financial Basis for Extension.

In the event such extension is earned, the District may negotiate the inflation-basis of extension pricing based on the Annual, or Indexed Inflation Adjustment as defined in Section 2. l.

13. FINANCING.

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

14. DURATION.

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

15. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

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

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

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

16. INTERLOCAL COOPERATION ACT COMPLIANCE.

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

17. NOTICES.

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

Clark County and District:	City of La Center:
County Administrator Clark County P.O. Box 5000 1013 Franklin Vancouver, Washington 98660	City Mayor City of La Center 214 East Fourth Street La Center, WA 98629

City of Battle Ground:	City of Ridgefield:

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

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

City of Woodland:

City Manager
City of Woodland
230 Davidson Avenue
Woodland, WA 98674

18. ENTIRETY.

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

19. SEVERABILITY.

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

20. EFFECTIVE DATE.

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

21. RATIFICATION.

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

22. EXECUTION AND FILING.

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

DATED this __ day of _____, 2013.

CITY OF BATTLE GROUND Attest:

John Williams, City Manager

, City Clerk

Approved as to form:

, City Attorney

CITY OF LA CENTER

Jim Irish, Mayor

Attest:

, City Clerk

Approved as to form:

, City Attorney

CITY OF RIDGEFIELD

Phil Messina, City Manager

Attest:

, City Clerk

Approved as to form:

, City Attorney

CITY OF WOODLAND

Attest:

Grover Laseke, Mayor

, City Clerk

Approved as to form:

, City Attorney

CLARK COUNTY EMS DISTRICT #2

Attest:

Steve Stuart, Chair

, Clerk to the Board

Approved as to form:

, Chief Civil Deputy
Prosecuting Attorney

CLARK COUNTY

Attest:

Steve Stuart, Chair

, Clerk to the Board

Approved as to form:

, Chief Civil Deputy
Prosecuting Attorney