

RESOLUTION NO. 2019-43

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT FOR FORMING
AN EMS ALLIANCE IN WASHINGTON COUNTY**

WHEREAS, The Intergovernmental Agreement is entered by and between Washington County, Oregon (the "County") and all the entities (hereinafter "Participants" or "Members"); and

WHEREAS, Washington County maintains statutory authority for the regulation of emergency ambulance transport and must develop a plan pursuant to ORS 682.062 to coordinate ambulance services; and

WHEREAS, the Participants to this Agreement desire to cooperate in the planning, implementation and monitoring of an integrated Washington County emergency medical services ("EMS") system through membership in the Washington County EMS Alliance; and

WHEREAS, the parties have authority to enter into this Intergovernmental Agreement pursuant to the powers contained in their respective Charters and ORS 190.010.

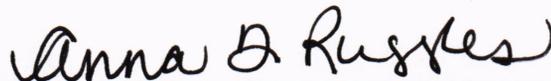
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Intergovernmental Agreement (Exhibit A) for Forming an EMS Alliance in Washington County.

Section 2. The City Manager or designee is authorized to execute the IGA on behalf of the City.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 12th day of August, 2019.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 12th day of August, 2019.



Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR
FORMING AN EMS ALLIANCE IN WASHINGTON COUNTY**

This Intergovernmental Agreement (“Agreement”) is entered by and between Washington County, Oregon (the “County”), and all the entities signing below (the “Participants” or “Members”).

RECITALS

WHEREAS, Washington County maintains statutory authority for the regulation of emergency ambulance transport and must develop a plan pursuant to ORS 682.062 to coordinate ambulance services; and

WHEREAS, Washington County has developed an ASA plan that has been approved by the Oregon Health Authority; and

WHEREAS, pursuant to ORS 682.031, Washington County has developed an ordinance to create a uniform countywide system for the delivery of emergency medical services and that ordinance is codified at WCC Chapter 8.32; and

WHEREAS, cities and fire districts maintain responsibility for first response fire, medical and rescue services; and

WHEREAS, ORS Chapter 190 provides that cities, counties, and rural fire protection districts, among other local government entities, may enter into a written agreement for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform, whether by joint administration, by joint use of personnel, facilities and equipment, by one of the parties on behalf of the others or by any combination of those and other methods; and

WHEREAS, the parties to this Agreement desire to cooperate in the planning, implementation and monitoring of an integrated Washington County emergency medical services (“EMS”) system through membership in the Washington County EMS Alliance; and

WHEREAS, private ambulance provider(s) may participate as non-voting Affiliate Member(s) of the Washington County EMS Alliance formed by this IGA as an integral partner in EMS in Washington County; and

WHEREAS, the parties agree that the integrated system will be informed by the “foundational principles” adopted by the Washington County Board of Commissioners; and

WHEREAS, the parties further agree that the integrated system will be guided by the belief and commitment that the authority and practice of local governments providing and overseeing services to their constituents, including EMS services, shall be protected and maintained; and

WHEREAS, the parties recognize that any changes to the County ASA Plan must be adopted by the Washington County Board of Commissioners and submitted to the Oregon Health Authority for approval.

NOW, THEREFORE, pursuant to the authority granted in ORS Chapter 190, the County and the Participants hereby agree as follows:

AGREEMENT

1. Membership and Duties.

- A. **Members.** Membership in the Alliance consists of one person delegated by each of the Members from the Member's appointed executive management staff. Each delegate shall serve at the pleasure of the appointing Member. Other public entities authorized under ORS Chapter 190 to enter into this Agreement may, on application, join as additional Participants by consent of Members then existing at the time of such application. The Members shall form the "governing board" of the Alliance. The governing board may form workgroups that support the governing board, foundational principles and EMS plan.
- B. **Affiliate Members.** Washington County franchised private ambulance provider(s) and other system stakeholders not otherwise "Members" may, on application, join as an "Affiliate Members" by consent of Members then existing at the time of such application. Affiliate Members may participate and vote in Alliance workgroup activities, for which they are participating; but are not part of the "governing board".
- C. **Powers and Duties.** The Alliance will through collaboration and consensus develop a comprehensive County EMS plan for review and consideration by the Washington County Board of Commissioners. The County EMS plan will provide a vision and work plan for the EMS system and be grounded in the "foundational principles". The Alliance will monitor and report on the EMS system and provide annual updates to the County EMS plan as appropriate. The "foundational principles" are attached hereto and by this reference incorporated into this IGA.

2. Meetings.

- A. At the Alliance's first organizational meeting, the Members shall select a presiding officer from among them to serve for a term of one year. The presiding officer shall set the time and place of all future meetings and shall consult with the designated "administrative home" to prepare the agenda and maintain any minutes of the meeting(s) that the Alliance deems necessary or desirable.

- B. At any meeting a quorum consisting of a minimum majority of Alliance Members as then constituted shall be necessary to take any affirmative action, by vote or otherwise, as to any matter before the Alliance. Except as stated in paragraph 10 below, no action requiring a vote shall be effective unless agreed to by a majority vote of all Members. The Alliance shall devise and adopt additional rules of procedure for the conduct of its business.
- 3. Administrative Home.** The Alliance will designate one Member agency as the “administrative home”. The agency will assume, in consultation with the presiding officer, the responsibility for agenda preparation, meeting support, Member communications, meeting notices (if applicable), minutes and any other required organizational/administrative duties. Washington County will serve as the initial “administrative home”. The “administrative home” may be changed with the unanimous consent of the Members.
- 4. Assignment of Participating Agency Staff.** The Members and Affiliate Members will identify staff to work with the Alliance, including participation in workgroups. The County will provide temporary work space for Members and Affiliate Members to periodically co-locate to enhance coordination and co-production efforts.
- 5. Term and Termination.** The Agreement will be in effect until June 30, 2022 unless Members agree to an earlier termination, extension or modification of terms. The County may unilaterally terminate the IGA at its sole discretion with 90 days written notice to Members. A Member to this Agreement may unilaterally withdraw from this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, the agency that is acting as the “administrative home” to the Alliance may unilaterally withdraw from this Agreement, or from the role as “administrative home”, only upon 90 days written notice to allow for the proper transition of the “administrative home” to another Member, unless otherwise agreed to by the Members.
- 6. Responsibilities for Acts.** Each of the Members and Affiliate Members shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. No Member or Affiliate Members shall be responsible or liable for consequential damages to any other Member or Affiliate Members arising out of the performance of the terms and conditions of this Agreement.
- 7. Insurance.** Each Member agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. Affiliate Members agree to maintain the same levels of insurance as the Members.
- 8. Severability.** The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of the Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

9. Interpretation. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of the Agreement.

10. Amendment. Alliance members may recommend amendments to this IGA by unanimous vote of the governing board. Any proposed amendments recommended by the Alliance members will be forwarded to the governing bodies of the members for review and consideration.

This Agreement is hereby agreed to upon by the parties and executed by the duly authorized signatures below.

IT IS HEREBY AGREED:

Washington County

By: _____
Its: _____
Date: _____

City of Hillsboro

By: [Signature]
Its: Interim City Manager
Date: 8/8/19

City of Forest Grove

By: [Signature]
Its: 8/12/19 City Manager
Date: 8/12/19

Banks Fire District # 13

By: [Signature]
Its: Fire Chief
Date: 7/18/19

Tualatin Valley Fire & Rescue, A Rural Protection District

By: [Signature]
Its: Fire Chief
Date: 7/9/19



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	10.
MEETING DATE:	08/12/2019
FINAL ACTION:	

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *June 24, 2019*

PROJECT TEAM: *Michael Kinkade, Fire Chief*

SUBJECT TITLE: *Intergovernmental Agreement for EMS Alliance*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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X all that apply

ISSUE STATEMENT:

Washington County’s Emergency Medical Services (EMS) system began primarily as 911 emergency response. Today’s system, however, is more complex, including 911 response and two growing sectors of business for the private provider: Non-Emergency (inter-facility/wheelchair) and Mobile Integrated Healthcare.

Within the 911 response system there are two EMS models - public and private - serving the same community and patients. Having two EMS models that are not integrated with differing governance, deployment, dispatch, system analysis, medical direction, and funding; challenges both public and private responders’ ability to provide optimum patient care.

The EMS system can be integrated more effectively with a governance change that includes a unified decision-making body and an EMS Plan that ensures a single, transparent system from dispatch to transport.

An integrated model will prompt system-wide patient care improvements and provide a funding mechanism for system efficiencies and innovations. The EMS Alliance is expected to support and promote new and evolving revenue opportunities.

BACKGROUND:

In February, 2019, the Washington County Board of Commissioners approved developing a new EMS governance model. The new EMS governance model—currently being called an ‘EMS Alliance’—is expected to ensure that all EMS providers operate under a single, transparent system from dispatch to transport. This supports a key foundational element approved by the Board of Commissioners in 2017: Integrated EMS system based on a collaborative public/private partnership. In addition to the Commission’s approval, the new EMS governance model has both public and private stakeholder support, including all Fire/EMS agencies, Metro West Ambulance, Washington County 911 Dispatch, Washington County’s Administrative Office, Health and Human

Services Department, and Public Health and EMS Program. The Commission's decision followed years of efforts to improve the system, including:

System Improvement Timeline

- 2005-2015: Efforts focused on operational improvements - the Polaris Group Audit, Strategic Plan 2014, Washington County EMS Retreat.
- December 2015: Washington County Board of Commissioners establishes an EMS Advisory Council, comprised of all public and private EMS providers, County staff and medical direction, WCCCA, and citizen representatives, to "review, advise and make policy and operational/technical recommendations related to improving the delivery of EMS in Washington County."
- May 2017: The EMS Advisory Council develops and the Board of Commissioners approves the guiding principles for Washington County's EMS System.
- February-October 2018:
 - The County announces its intent to redesign the EMS system and hires a consultant to help identify a new EMS governance and finance model. The County's scope of work directs the consultant to "conduct a focused review of best practices of integrated EMS systems, and recommend a model that would incorporate the EMS foundational principles and fully utilize the capabilities and resources of the current EMS providers."
 - All Washington County Fire Chiefs agree that improvements in patient care cannot be achieved without governance and structure changes that ensure full system integration.
 - Discussions with elected officials and city leadership for a governance change are positive.
 - November 2018: The consultant's comparative analysis is presented to the EMS Council. The analysis highlights three models, including an EMS Alliance model. County staff proposes and the EMS Advisory Council supports implementing a formal 190/EMS Alliance model to establish a fully-integrated system founded in a public/private partnership.
 - February 12, 2019: County staff presents two options to the Board of Commissioners. The Commission approves developing a 190/EMS Alliance concept in Washington County.
 - June 2019: County develops draft IGA for EMS Alliance. Concept approved by Fire Chiefs.
 - July 2019: EMS Alliance IGA approved by Hillsboro, TVFR and Banks.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Staff recommends City Council approve the IGA establishing an EMS Alliance.

ATTACHMENT(s):

- 1) Intergovernmental Agreement (IGA) for Forming and EMS Alliance in Washington County.
- 2) Mission and Vision Statements for Washington County's EMS System (April 2017).



Mission and Vision Statements Washington County's EMS System Revised April 2017

The mission of Washington County EMS is to maintain and enhance a safe and effective EMS system through leadership, oversight, facilitation and education for the citizens and EMS community we serve.

The vision of Washington County EMS is to provide a high performance patient-centric health care system, within a just culture, through improved resource utilization, expanded education, system development and collaboration.

Foundation Washington County's EMS System Revised April 2017

Integrated EMS System based on a collaborative public/private partnership

- Utilizes all EMS system resources to best meet patient needs.
- EMS calls are cooperatively and collaboratively managed by the professional public safety community through effective teamwork.
- The integration of public safety, public health and health care systems provide opportunities for broader out-of-hospital care of non-acute and chronic conditions.

Transparency and Accountability

- Planned, real-time and strategic availability and tracking of EMS response resources are accessible to operational and administrative staff of all EMS system agencies.
- All EMS system agencies are engaged in and committed to quality improvement on an agency and system level and within a just culture environment.
- Development of a shared reporting system that regularly monitors and measures the quality and performance of all partners in the EMS system.

Responsive

- The EMS system framework and its oversight is designed and structured to accommodate timely and consistent response to achieve effective operational and clinical outcomes.

Fiscally Responsible

- While clinical excellence and operational effectiveness are priorities of the EMS system, they are to be pursued in a fiscally responsible manner.

Clinical Excellence

- Patient-centric system that is evidence-based with tangible and meaningful performance measurements.
- Treatment protocols are progressive, evolving with current medical practices, based on sound scientific research and linked to patient outcomes.
- EMS field providers function at a high level of clinical competency supported by coordinated and collaborative continuing education and quality improvement programs.
- Involvement and leadership in out-of-hospital clinical practice and quality improvement by a physician with EMS training, knowledge and experience.

Operational Effectiveness

- A system structure capable of effectively responding to surges and disasters.
- Strong data and quality improvement programs that measure performance and support system improvements and enhancement.
- Adoption and routine utilization of the NIMS incident command system.

Culture of Safety and Mindfulness

- Reporting Culture – Reporting errors and near-misses to help reduce adverse events and injuries. System guidelines are identified for prioritization, tracking, trending and responsibilities.
- Just Culture – An atmosphere of trust in which both systems and human behaviors are explored in a manner that creates an environment where mitigation of risk is an interest superior to blame.
- Flexible Culture – Adapts to changing demands and defers to expertise. Encourages creative thinking and generates innovative ideas and solutions to problems.
- Informed Culture – Learning by means of on-going dialogue to identify sources of hazard and it opens opportunities for the system to transform continuously for the better.