

EMS District #2 Board Meeting Agenda

**June 12, 2018
8:30 to 9:30 am
County Council Hearing room
1300 Franklin Street
Vancouver WA**

- 1. Call to Order**
- 2. Confirmation of Quorum**
- 3. Minutes May 15, 2018**
- 4. Public Comment**
- 5. Discussion**
 - a. Letter of Intent**
 - b. City of Vancouver communication regarding five versus three year extension**
 - c. Typical timeframe for contract negotiation**
 - d. Impacts of three versus five year extension**
 - e. Other**
- 6. Adjourn**

DRAFT..... this letter will likely be sent before the June 12 meeting.

Dear Mr. Holmes,

In 2014, Emergency Medical Services District #2 entered into a contract with the City of Vancouver to receive ambulance service pursuant to the terms of the City's contract with American Medical Response (AMR). The initial term of the AMR contract was five years (2015-2020) and contemplated a possible earned extension for AMR for an additional three to five years (2020 to 2025). EMS District #2 understands that the City of Vancouver has offered AMR an earned extension of five years (to 2025).

On May 15, 2018, the EMS District #2 Board met to discuss the performance of the ambulance system and heard testimony from the public regarding whether, and under what terms, EMS District #2 should participate in an extension of the AMR contract. The Board unanimously voted to express its intent to participate in an extension of the AMR contract for a period of three or five years. Although the City of Vancouver has elected to offer AMR a five year contract extension, the Board is interested in further assessing and discussing the possibility of a three year extension (2020-2023) for the EMS District # 2 service area. To this end, this letter will serve to notify the City of Vancouver of EMS District #2's intent to participate in a three or five year earned extension of the AMR contract and its desire to further discuss the option of a three year extension for the EMS District #2 service area.

The Board believes improvements are possible within the context of the existing agreement and would like to discuss the improvements with the City of Vancouver, AMR and other interested stakeholders over the coming months. Our staff representative for the extension negotiation is Marlia Jenkins. Please involve her in discussions relating to these matters.

We look forward to discussions with all parties and anticipate a continuing relationship that benefits persons with ambulance needs across our jurisdictions.

Sincerely

Marc Boldt, chair
EMS District #2

From: Quinn, Debra
Sent: Tuesday, May 15, 2018 3:14 PM
To: Hallvik, Taylor
Cc: Molina, Joe
Subject: AMR Contract

Hi Taylor – Hope things are good. I wanted to share some specific language out of the AMR contract and the EMSD2 Interlocal with the City regarding the ambulance contract extension.

The contract between the City and AMR provides the following language regarding extension beyond the initial five year period:

AMR Contract with COV:

Earned Extension to Agreement.

If, at the sole judgment and discretion of COV, the CONTRACTOR is deemed to be substantially in compliance with the specifications defined in this Agreement, the COV may, after approval of the City Council, grant an extension of the Agreement for up to FIVE (5) additional years. COV shall make the offer of extension by formal written notice to the CONTRACTOR at least EIGHTEEN (18) months prior to the scheduled end of the term of the Agreement. COV reserves the option to designate the additional contract extension as either a TWO (2) year or a THREE (3) year term, not to exceed TEN (10) years. If CONTRACTOR does not want to continue providing services to COV as stipulated in the Agreement after the end of any Term, CONTRACTOR must give notice of its intent not to extend the Agreement at least SEVENTEEN (17) months prior to the scheduled end of the applicable term of the Agreement.

Interlocal Agreement with COV and EMSD2:

Term.

This Interlocal shall be effective for an initial FIVE (5) year term from January 1, 2015 through December 31, 2019. The terms of this Interlocal shall automatically renew for any and all extensions of the Agreement, unless otherwise provided by one of the parties as set forth herein.

Termination/Withdrawal/Renegotiation.

The parties acknowledge and agree the initial term of the Agreement is for a period of FIVE (5) years, with the ability for additional extensions of up to FIVE (5) years, for a total contract term not to exceed TEN (10) years. Extensions to the Agreement may be provided in TWO (2) or THREE (3) year terms. The parties acknowledge and agree that unless they elect to withdraw from this Interlocal as set forth below, they are bound to any and all extensions under the Agreement.

a. **Mandatory Participation.** The parties agree to a commitment to this Interlocal for an initial period of FIVE (5) years, provided that in the event any individual agency of the District withdraws prior to completion of the initial FIVE (5) year commitment, any and all cost increases to the Agreement, due to early withdrawal shall be paid in full by the EMSD2.

b. **Renegotiation of the Terms of the Interlocal.** The terms of this Interlocal may only be renegotiated, during the first FIVE (5) year period, if any of the following occurs:

i. The EMSD2 dissolves and ceases to exist, and one or more individual agencies of the District wishes to renegotiate.

ii. The EMSD2 desires to incorporate additional jurisdictions into its Interlocal Agreement with the District.

iii. If any of the events identified above occur, either party may provide written notice to the other party requesting a meeting to present their concerns and potential solutions. The parties shall meet and work in good faith to revise this Interlocal to address the concerns. If the parties are unable to agree on a revision to this Interlocal within SIX (6) months of the date of the notice, then either party may provide notice of termination according to the terms of Section 9 (a) Mandatory Participation, provided that any and all cost increases, as a result of renegotiation of the Agreement, shall be paid in full by the EMSD2.

c. **Withdrawal Following December 31, 2019.**

Upon completion of the initial FIVE (5) year commitment, any individual agency of the District may withdraw by providing notice to the COV no later than 180 days prior to the completion of the then current Agreement term, at no additional cost to the EMSD2.

Based on a reading of both of these documents, it is my perception that the City has the sole discretion to determine the amount of years any contract extension should be. Additionally, the EMSD2 has agreed in the current Interlocal the Interlocal will automatically renew for any extensions, unless the parties otherwise agree. Should the parties disagree to any terms of the extension, the remedy for EMSD2 would be to withdraw as set forth in the Interlocal Termination/Withdrawal/Renegotiation section.

**Typical Steps and Time Frames for a Major RFP and Contract
Typical of a service provider and multiple jurisdictions**

Hire consultant to help write RFP, assemble requirements
 Develop RFP
 A parties agree to substance of RFP
 Distribute and time period for response
 Evaluate
 Interview
 Contract negotiation
 Contract approval
 Preparation time if new provider selected

	Year 1				Year 2			
	Q1	2	3	4	Q1	2	3	4
Hire consultant to help write RFP, assemble requirements	X							
Develop RFP	X	X						
A parties agree to substance of RFP		X						
Distribute and time period for response		X	X	X				
Evaluate					X			
Interview					X			
Contract negotiation						X		
Contract approval							X	
Preparation time if new provider selected							X	X

Possible EMS District 2 Approaches to Contract Extension

2018		2019		2020		2021		2022		2023		2024		2025	
Q1	2	3	4	Q1	2	3	4	Q1	2	3	4	Q1	2	3	4

1 NOI for Five Year Extension with later decision to contract separately from the city	NOI, Extension negotiation with city *	NOI, Extension negotiation with city *	NOI, Extension negotiation with city *	NOI extend for 2 years	RFP and city\EMS 2 contract negotiation	Provider prep for new contract **
	NOI, Extension negotiation with city *	NOI, Extension negotiation with city *	NOI no extension for 2 years	NOI extend for 2 years	RFP and city\EMS 2 contract negotiation	Provider prep for new contract **
	NOI, Extension negotiation with city *	NOI, Extension negotiation with city *	EMS2 RFP and contract process	Provider prep for new contract		

Earned extension milestone* Contract end milestone**

Notes:
 All three alternatives allow consideration of exclusivity at a later date.
 Alternatives progressively create greater uncertainty for the vendor.
 Alternatives progressively create more separation between the city and EMS #2.
 Alternatives progressively create more effort and monetary commitment from EMS District #2 and the county