

THURSTON COUNTY MEDIC ONE
EMERGENCY MEDICAL SERVICES COUNCIL
EMERGENCY SERVICES CENTER/EOC

AGENDA

July 20, 2016, 3:30 PM

- I. CALL TO ORDER/ROLL CALL
- II. APPROVAL OF AGENDA
- III. PUBLIC PARTICIPATION
- IV. REVIEW AND APPROVAL OF MINUTES
 - A. EMS Council - June 15, 2016
 - B. Ops Committee - July 7, 2016 (informational only)
- V. COMMITTEE REPORTS
 - A. Operations Committee – Ops Chair or Representative
 - B. West Region EMS Council – WREMS Representative
 - C. Staff Report – Hambly

VI. OLD BUSINESS

	ITEM	PRESENTER	EXPECTED OUTCOME
A.	Discussion Session re: ALS Contracts	ALS Chiefs & ALS Contract Negotiating Team	Discussion
B.	ALS Contract Renewal	McPhee	Approve/Reject
C.			

VII. NEW BUSINESS

	ITEM	PRESENTER	EXPECTED OUTCOME
A.			

- VIII. PUBLIC PARTICIPATION
- IX. GOOD OF THE ORDER
- X. ADJOURNMENT

**Thurston County Medic One
Emergency Medical Services Council – Regular Meeting
Emergency Operations Center/ECC
June 15, 2016**

- PRESENT:** Jeannine Roe, Rena Merithew, Frank Kirkbride, Tom Fell, Paul Perz, Michael Steadman, Stan Moon, Roger McMaster, Margaret McPhee, Eileen Swarhout, John Ricks, Bud Blake, Greg Wright
- ABSENT:** Larry Fontanilla
- EXCUSED:** Russ Hendrickson
- GUESTS:** Terry Ware, Scott Lavielle, Richard Gleckler, Meredith Hutchins, Steve Slater, Mike Matousek, Gary Pearson, Steve Romines, Paul Brewster
- STAFF:** Cindy Hambly, Sandra Bush
- I. CALL TO ORDER/ROLL CALL** – Chair McPhee called the regular meeting of the Emergency Medical Services Council (EMSC) to order at 3:30 PM. Roll was recorded by staff.
- II. APPROVAL OF AGENDA – MSC** - McPhee asked to pull the Negotiations Committee ALS Contract Approve/Reject item from the agenda (at the request of Bud Blake). (Moon/McMaster) move to approve the agenda as amended.
- III. PUBLIC PARTICIPATION** – None
- IV. REVIEW AND APPROVAL OF MINUTES**
- A. EMS COUNCIL – May 18, 2016 – **MSC** (Kirkbride/Ricks) move to approve as presented.
- B. OPERATIONS COMMITTEE – DRAFT June 2, 2016 (Information Only)
- V. COMMITTEE REPORTS**
- A. **OPERATIONS COMMITTEE** – No report
- B. **WEST REGION EMS COUNCIL** – No report (Anne Benoist may be at the July EMSC meeting).
- C. **STAFF REPORT**– Hambly highlighted on the staff report included in the packet as follows:
- 2015 Cardiac Arrest save rate is 59%. More data is still to come from other agencies nationwide. King County is showing approx., 45% for 2015.
 - The Medical Program Director contract has moved SWAT duties to Dr. Daniel Gilday. The SWAT contract is in approval process with the county. The county is requiring a \$2 mil malpractice policy for Gilday.
 - 2017 / 2018 Budget: The budget committee will meet in July for a second review.
 - Medic Hiring and Oral Exams: 4 candidates passed the written assessment and 1 candidate passed the oral board on May 9th.
 - WREMS reached out to the Providence Foundation to serve as fiscal agent for WHEERS and Providence SW, to serve as the operational lead for the system. Both entities have agreed pending review of the WSP WHEERS contracts by the Providence SW legal department. 12 hospitals in the region, as well as ALNVV, have committed to financially support the system for at least 2 years.
 - Olympic Ambulance's parent company decided Olympic Ambulance will use another data system, ESO. Olympic Ambulance will continue to use Safetypad until ESO completes the interface.
 - Spring EMT Course has just completed and graduation is tomorrow night (Steve Romines will be the key speaker). There are currently 21 students in the course (4 have dropped due to personal reasons, and 1 failed the course).
 - Steve Romines presented a Levy Restoration graph (this was one item that needed his attention before he retired). The graph projects a need in 2018 to have a restoration for 2019 as the balances will be depleted (revenue vs. expenses).
- VI. OLD BUSINESS**
- A. TRPC: Paul Brewster presented the Response Time Analysis for Thurston County Medic One.
- B. Medical Program Director Renewal (Dr. Fontanilla): This item requires an Executive Session Review from the council for approval or rejection. At 17:05 all staff (with the exception of the Interim Director), and guests were asked to leave the meeting. During Executive Session, (Kirkbride/Ricks) move to approve the one year renewal. (Fell/Kirkbride) move to approve the bonus. Ricks opposed the bonus.
- VII. NEW BUSINESS** - None

- VIII. PUBLIC PARTICIPATION** – Chief LaVielle asked Chair McPhee for clarification in regard to the ALS Contract being removed from the agenda and if this meant that negotiations would be starting over? Chair McPhee stated that negotiations would be starting over. Chief LaVielle questioned if that meant the previous negotiations were “in good faith” and Chair McPhee stated that she felt they had been done appropriately.
- IX. GOOD OF THE ORDER** – None
- X. ADJOURNMENT** – Meeting adjourned at 5:34 PM.

DRAFT

**THURSTON COUNTY MEDIC ONE
OPERATIONS COMMITTEE ~ MEETING MINUTES
EMERGENCY SERVICES CENTER
July 7, 2016**

PRESENT: Greg Wright, Steve Brooks, Alex Christiansen, Tony Kuzma, Kathy Pace, Dr. Larry Fontanilla, Dr. Bill Hurley, Stewart Mason, Amy Larson, Keith Flewelling, John Wood, Scott LaVielle

ABSENT: Jim Fowler, Wendy Rife

EXCUSED: Dave Pearsall, Russ Kaleiwahea

GUESTS: Terry Ware

STAFF: Cindy Hambly, Sandra Bush

- I. **CALL TO ORDER/ROLL CALL** – Chair Wright called the regular meeting of the Operations Committee to order at 2:03 PM. Staff recorded roll.
- II. **APPROVAL OF AGENDA** – **MSC** Brooks asked to add “Discussion with Law Enforcement” as New Business. (LaVielle/Brooks) moved to approve.
- III. **PUBLIC PARTICIPATION** – None.
- IV. **REVIEW AND APPROVAL OF MINUTES**
 1. Operations Committee – June 2, 2016 – **MSC** (Brooks/LaVielle) moved to approve as submitted.
 2. EMS Council – Draft June 15, 2016 Mtg. (Informational Only)
- V. **COMMITTEE REPORTS**
 - A. WEST REGION – Kathy Pace confirmed there will be a conference in February 2017, but it will be 2 days instead of 3. The conference will be in Ocean Shores and Kathy needs feedback for speakers. Anna Lee Drewry will replace Cindy Hambly on the conference committee.
 - B. SUBCOMMITTEES
 1. Equipment Committee (EqC) – No report.
 2. Mass Casualty Incident (MCI) Committee – There was no meeting in June; however, Steve Brooks said there have been 3 declared MCI’s in the county during the past month and he has been working with TCOMM on some issues that came out of the MCI system.
 3. Training Advisory Committee (TAC) – No meeting in June; however, there will be a meeting July 20th.
 4. Transportation Resource Utilization Committee (TRU) – Steve Brooks will meet with Cindy Hambly to discuss transport training and this information will be brought to the Training Advisory Committee.
 5. STAFF REPORT –
 - Emergency Services Director position: 5 candidates will be interviewed by a panel on July 22, 2016. The panel’s recommendations will go to the BOCC.
 - Paul Brewster with TRPC, presented final report to EMS Operations Committee and EMS Council in June.
 - First Guardian is an agency asking about providing ALS training in Thurston County. Staff met with them on May 5th and had some follow up questions; however, First Guardian has not responded back.
 - The MPD contract with Dr. Larry Fontanilla has been renewed for one year. We are still working on the SWAT contract with Dr. Gilday, as the County is requiring malpractice insurance. Pete Suver will contact the Sheriff’s office to see if they will help pay for the SWAT expenses.
 - Budget Committee meets July 20th for a second review.
 - Olympic Ambulance’s parent company decided Olympic Ambulance will use another data system, ESO. Olympic Ambulance has agreed to continue using Safetypad until ESO completes an interface to Safetypad.

- Spring EMT Course: 21 students graduated.
- Fall EMT Course: Applications will be sent out July 15th. Pre-requisite CPR HCP course is scheduled for August 20th at Station 95.

VI. OLD BUSINESS

A. EMS Council Action Report – Wright reported; after Paul Brewster’s TRPC report to the Operations Committee he made some adjustments based on Ops comments and gave this to EMS Council. The Council did not really discuss the findings afterwards so they didn’t give him any specific direction at the meeting. At this time Paul Brewster’s feeling is that the data has been provided and between Medic One and the committees there is sufficient horse power to analyze the data and that TRPC does not need to stay in a contract. Since the County is part of TRPC, if we find there is some special item that needs his attention, this would be covered under the normal agreement; therefore, he is recommending that come August the contract will end. It is unclear if this is the direction EMS Council will want to go.

B. St. Peter Hospital Clinical Agreement – This would create one agreement between St. Peter Hospital and Medic One and all agencies, rather than an agreement between each agency. Medic One is still working with St. Peter Hospital on this, but it looks like it is moving forward.

VII. NEW BUSINESS

A. Surplus Vehicles – Included in the packet is a Surplus Vehicle Disposal Recommendation worksheet. This worksheet illustrates current recommendations and recent surplus vehicles, and was probably ranked in 2015 and carried over to 2016. Since the update of this worksheet there has been a new request, from Fire District #6 and we need to have some direction on how to add this to the list. After discussion, it was decided to add a column for number of years the department has been on the list (or since last received) and departments will receive one point for each year they have been on the list. There will be follow-up discussion on this at the August Ops meeting.

B. Discussion with Law Enforcement – There was a triple homicide recently, with one survivor from a gunshot wound, and when the survivor was being transported there was no certainty if the patient was a victim or an offender, which created concern of risk for the transporter, and the receiving hospital. There was discussion about having a law enforcement officer travel in the medic unit, or ambulance, when there is the possibility of danger. This discussion will be placed on the TCOMM OPS Committee meeting agenda for July 18th.

VIII. GOOD OF THE ORDER – Wright suggested there be discussion at the August meeting if it will be necessary to have a September meeting.

IX. ADJOURNMENT - 3:00 PM

Thurston County EMS Council



Medic One/EMS, Staff Report, July 2016

5 candidates to go forward to internal board (county) and external board (fire chiefs, EMS Council, SPH, EM, Staff) interviews scheduled for July 22nd

2015 Cardiac Arrest save rate at 59% (Utstein criteria.) More data still to come from other agencies nationwide but King County is approx. 45% for 2015.

EMS System Operational Review, Medic One has established a separate contract with TRPC. Paul Brewster has met with fire chiefs, to gather historical BLS data from agencies. **Paul Brewster presented final report to EMS Operations committee and EMS Council (June).**

Agency is inquiring about approval for ALS training in Thurston County. **First Guardian met with staff on May 5th. Staff had some follow up questions, to date First Guardian has not responded back.**

Approved MPD contract for another year with Dr. Larry Fontanilla. Working with Dr. Daniel Gilday to contract for the SWAT duties. Per Thurston County request we are working with Dr. Gilday for malpractice insurance.

EMS Week May 15th -21st. Thank you ad was placed in the Olympian, ended EMS week with a great send off for Steve Romines.

2017-18 Budget: Preliminary budget to committee for review. Next budget committee July 20th.

Medic Hiring and Oral Exams: Medic One utilized Public Safety Testing (PST) for the second time to help establish a hiring list for paramedics in the county. On the PST website interested candidates take a general knowledge exam (not PM level); this testing occurs throughout the year. Medic One selects top candidates that are paramedics, to apply for Thurston County Medic One. Of the candidates that passed the PST testing (84) 45 were paramedics. Of the 45 candidates we received 20 applications. Of the 20 applications, 18 took the Thurston County PM Protocol exam on May 6th, 4 candidates passed the written assessment and 1 candidate passed the oral board on May 9th.

WHEERS (Washington Hospital and EMS Emergency Radio System): DOH has discontinued the lease contract with WSP for the WHEERS repeaters as of June 30, 2015. WSP has given the stake holders until December 31, 2015 to organize an alternative to fund and manage the WHEERS system. WREMS reached out to the Providence Foundation to serve as fiscal agent for WHEERS and Providence SW to serve as the operational lead for the system. Both entities have agreed pending review of the WA State Patrol WHEERS contracts by the Providence SW legal department. 12 hospitals in the region as well as ALNW have committed to financially support the system for at least 2 years.

BLS data system: All Fire Departments and Olympic Ambulance have completed SafetyPad training. Starting October 1st all departments online. Staff is working with SafetyPad to implement "Case Flow". This is a module for QA/QI. This can be used at agency level or county level, option for all departments to trial. **Olympic ambulance's parent company decided Olympic Ambulance will use another data system, ESO. Olympic Ambulance has agreed to continue using Safetypad until ESO completes an interface to Safetypad.**

TRAINING: average pass rate NR EMT exam = national 79%, WA state 85%, WR 90%, CR 93%, TC 95%

First Responder Course, none held. NREMT will increase fees in 2017 (\$80 EMT, \$125 PM). Effective immediately NREMT Authorization to Test (ATT) will be valid for 90 days from the date of issuance. Candidates who do not complete their cognitive examination prior to expiration date will be required to complete a new application, including payment of the application fee.

Spring EMT Course 16-1 will begin Feb. 24th, HCP pre-requisite class Feb. 20th. Course applications sent to fire departments January 11th **36 applications (4 no shows, 6 failed pre-test), 26 started course. Graduated 21 students. (4 have dropped due to personal reasons, 1 failed the course).**

Fall EMT Course 16-2 applications will be sent out July 15th. Pre-requisite CPR HCP course is scheduled for August 20th at Station 95.

NIMS online training available at <http://training.fema.gov/EMIweb/IS/is700.asp>

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such

vehicles will at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. "Use" is defined as: in working order, and available for use by the AGENCY.

C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A." II.B. 1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2017~~2~~. This Contract will terminate on December 31, 2021~~16~~. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. The COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to actual costs of paramedic units known as "Medic 4" and "Medic 10" with any of the following reimbursement formulas either:
 - 80 percent (80%) of said costs for the 9-medical dual paramedic staffed unit or
 - 90 percent (90%) of said costs for the 8-medical dual paramedic staffed unit or
 - 100 percent (100%) of said cost for the 7-medical dual paramedic staffed unit known as "Medic 4" " and either 80 percent (80%) of said costs for the 9-medical or 90 percent (90%) of said costs for the 8-medical or 100 percent (100%) of said cost for the 7-medical paramedic unit known as "Medic 10." The COUNTY will be

notified 30 days in advance for any staffing modifications to Medic ~~10~~ units that affect this reimbursement formula. In addition, the AGENCY may promote and be reimbursed for up to one (1) Emergency Medical Services Officer (EMSO) at the actual rank but no higher than Captain. Said EMSO will be a response paramedic within the staffing allocation described herein and reimbursed at the rate described for the staffed unit to which he/she is assigned. For the purposes of this paragraph of this Contract cost of "paramedical services" will be limited to the following:

1. SALARIES AND BENEFITS: At a minimum, the equivalent cost of the salaries and all other monetary benefits for ~~fourteen (14)~~ ALS certified paramedic personnel, but not to exceed the actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY, up to a maximum equivalent of eighteen (18) paramedic personnel that includes an EMSO as assigned by the AGENCY.
 2. Paramedics' Uniform and Clothing Maintenance Allowance, reimbursement for this allowance changes with formula percentage.
 3. Overtime in an amount equivalent to 8 percent (8%) of projected annual base wages for ~~nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 90%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 100%=Overtime Allotment) matching the staffing level of this section~~ for Medic 4 and Medic 10 Units. ~~and 8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 90%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 100%=Overtime Allotment) matching the staffing level of this section) for Medic 10 Unit.~~
 4. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. Disability overtime shall be designated and claimed separate from overtime as specified (in paragraph IV.B.3.) above. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling.
 5. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this Contract), special event (paragraph IV.E of this Contract) or paramedic disability (paragraph IV.B.4 of this Contract) may be filled by a firefighter at a lower wage, at the discretion of the AGENCY. Reimbursement for said firefighter to fill the opening may be requested by the AGENCY.
- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, on or about the last day of the month following the close of each pay period identified in Section IV.B. of this Contract.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.6., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.

- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY, except for paramedic services. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract.

The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, on or about the last day of the month following month of purchase.

- G. The COUNTY shall pay for Hepatitis B vaccines for new hire paramedics, if not previously vaccinated. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up testing to ensure the vaccine was successful. Results of follow-up testing shall be provided to Medic One.

If the vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots has to be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccine, a signed release completed by the AGENCY must be provided to Medic One. Vaccine or signed release must be initiated within three (3) months of hire and documentation provided to Medic One.

- H. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for four (4) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- I. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of protective clothing for each new paramedic hired. The AGENCY shall maintain and replace the protective clothing due to normal wear and tear or 10 years whichever comes first. If the protective clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY will reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds the current applicable NFPA, and/or WAC following standards:~

~~*NFPA Standard 1973, 1993 Edition *MII-B-2885 *NFPA 1971, 1991 Edition~~
~~*NFPA 1972, 1992 Edition *WAC 296-976 *WAC 296-305~~

- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exam given to a paramedic candidate hired to fill a vacancy.
- K. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: *The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.*
- L. The COUNTY shall reimburse the AGENCY a total of \$7,056.00 annually for fire station building space dedicated to the Medic 4 and Medic 10 vehicle and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required set backs as follows: *392 square feet (22 feet by 8 feet, and 3 foot set backs on all sides) x \$0.50 per square foot x 3 vehicles X 12 months). Maximum annual payment is \$7,056.00.*
- M. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's required monthly "in-service" lecture/run review, and when required by the Medical Program Director to attend the "skill lab" provided through the Harborview Paramedic Training Program.
- N. The COUNTY shall reimburse 80 percent (80%) of the costs of biannual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall be responsible for the initial purchase, repair and replacement of ALS dispatch system printer(s) or dispatch FAX equipment. The AGENCY shall be responsible for the provision of transmission lines and any supplies necessary for the operation of this equipment.
- Q. The COUNTY shall reimburse the AGENCY \$2,520.00 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$15.75 per square foot x 2 offices x 80%, per year.*
- R. The COUNTY shall provide the AGENCY an annual reimbursement of \$30,000.00 to offset costs associated with managing the MEDIC 4 and MEDIC 10 paramedic units in the MEDIC 4 and MEDIC 10 paramedic zones.
- S. The COUNTY will reimburse the AGENCY for certified EMT overtime back-fill on assigned licensed EMS units to accommodate the required coursework time for the MPD approved, paramedic-in-training. This back-fill cost will be shared by the COUNTY and AGENCY equally at 50% of the hourly back-fill cost of wages and benefits for said overtime to a maximum reimbursable allocation for one paramedic-in-training is \$70,000 per agency. The COUNTY will budget \$210,000 for a maximum of three paramedic-in-training individuals per year. Each of three EMS/ALS contract agencies will be allowed one paramedic-in-training position but by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another

EMS/ALS contract AGENCY. The COUNTY will reimburse the AGENCY actually incurring the cost for paramedic-in-training back fill overtime. The AGENCY will submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name, name of EMT doing the back-fill for the paramedic-in-training, date of back-fill, the full cost, the 50% cost to be reimbursed and identifying the reimbursement line as "paramedic-in-training back-fill."

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY will not exercise control and direction over the work of the AGENCY, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.

- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE ADMINISTRATOR
THURSTON COUNTY MEDIC ONE
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

CITY OF OLYMPIA
c/o FIRE CHIEF
POST OFFICE BOX 1967
OLYMPIA, WA 98507-1967

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third party entity. Further, all parties shall agree to the purpose for which the neutral third party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third party fact finding services and recommendation shall be borne equally by all parties involved.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly

notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:
1. **Professional Legal Liability:**
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. **Commercial General Liability:**
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. **Business Automobile Liability:**
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. **Worker's Compensation:**
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
 5. **Verification of Coverage and Acceptability of Insurers:**
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
 Attn: Thurston County Risk Manager
 2000 Lakeridge Drive SW
 Olympia, Washington 98502-6045

- (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
- (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

6. Other Insurance Provisions:

- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
- (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
- (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.

7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.

8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.

9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.

- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
 - (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
 - (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
 - (a) Wilful misconduct or negligence on the part of the AGENCY or it's employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written

notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.

- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
 2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;
 3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
 4. In the event a financial audit has not been performed prior to closeout of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

CITY OF OLYMPIA

Mayor

DATED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Chair

Commissioner

Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: Olympia City Attorney

ATTEST:

Clerk of the Board

JON TUNHEIM
PROSECUTING ATTORNEY

By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 4" and "Medic 10." The normal paramedic service area will be the areas known as the "Medic 4 Olympia" zone and "Medic 10 West County" zone as described by the COUNTY. The AGENCY will be responsible to routinely station a unit within each zone and to provide service with the described paramedic unit within the Medic 4 (station O-4) and Medic 10 (station O-2) zones. The AGENCY is required to notify the COUNTY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system.

II. SERVICES

- A. The AGENCY shall provide four Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff two ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day, seven (7) days a week. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under Chapter 18.71.205 RCW and Chapter 246-976 WAC.
 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 3. The authority of the State designated supervising physician is defined under Chapter 18.71.205 RCW and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C. of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly to the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel and oil consumption and all maintenance and repairs of such vehicles.
 3. AGENCY shall accomplish routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and will be designated as the COUNTY'S EVT (Emergency Vehicle Technician) contract maintenance AGENCY to provide said maintenance and repairs to all Medic One vehicles. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Services provided by the COUNTY'S EVT maintenance agency are listed on Exhibit A Attachment 1

"Designated EVT Maintenance Agency and Services" and a list of COUNTY vehicles to be serviced by the COUNTY'S EVT Maintenance Agency are listed on Exhibit A Attachment 2 "Medic One EVT vehicles list." The AGENCY will request monthly reimbursement for one (1) FTE Master Mechanic EVT on Exhibit B.

4. The AGENCY shall provide repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
5. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,440.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.50 per square foot 2 offices x 12 months*. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
6. The AGENCY shall submit the patient care reporting data as required by the COUNTY'S current patient care data management system to the COUNTY within seventy two (72) hours of the EMS run.

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **LACEY FIRE DISTRICT #3**, a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles will at all times be equipped with equipment necessary to provide the services

contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. "Use" is defined as: in working order, and available for use by the AGENCY.

C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A." II.B. 1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2017~~2~~. This Contract will terminate on December 31, 2021~~16~~. This agreement replaces and supersedes all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).

B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.

C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.

B. The COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to actual costs of paramedic units known as "Medic 3," "Medic 6" and "Medic 10" with any of the following reimbursement formulas either:

80 percent (80%) of said costs for the 9-medical dual paramedic staffed unit or

90 percent (90%) of said costs for the 8-medical dual paramedic staffed unit or

100 percent (100%) of said cost for the 7-medical dual paramedic staffed unit.

The COUNTY will be notified 30 days in advance for any staffing modifications to Medic units that affect this reimbursement formula. In addition, the AGENCY may promote and be reimbursed for up to one (1) Emergency Medical Services Officer (EMSO) at the actual rank but no higher than Captain. Said EMSO will be a response paramedic within the staffing allocation described herein and reimbursed at 100 percent (100%) of said costs for the

~~EMSO. For the purposes of this paragraph of this Contract cost of "paramedical services" will be limited to the following: The COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9 medic paramedic unit known as "Medic 3," 90 percent (90%) of said costs for the 8 medic paramedic unit known as "Medic 2" and 80 percent of said costs for 5 medic unit known as "Medic 6." In addition, the AGENCY will be reimbursed 100 percent (100%) of said costs for one (1) Emergency Medical Services Officer (EMSO) who will be a response paramedic within the staffing allocation identified in this Section, at a rank no higher than captain. For the purposes of this paragraph of this Contract cost of "paramedical services" shall be limited to the following:~~

1. SALARIES AND BENEFITS: At a minimum, the equivalent cost of the salaries and all other monetary benefits for twenty-one (21) ALS certified paramedic personnel, but not to exceed the actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY, up to a maximum equivalent of twenty ~~two~~ seven (2227) paramedic personnel.
2. Paramedics' Uniform and Clothing Maintenance Allowance, reimbursement for this allowance changes with formula percentage.
3. Overtime in an amount equivalent to 8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 90%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 100%=Overtime Allotment) matching the staffing level of this section for Medic 3, Medic 6 and Medic 2 Units. ~~Overtime in an amount equivalent to 8 percent (8%) of projected annual base wages for twenty-two (22) ALS certified paramedic personnel or actual staffing level (22 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment for Medic 3, Medic 6 and Medic 2 units and 1 Firefighter/Paramedic wage X 8% X 100% for EMSO).~~
4. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. Disability overtime shall be designated and claimed separate from overtime as specified (in paragraph IV.B.3.) above. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling.
5. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special event (paragraph IV.E) or paramedic disability (paragraph IV.B.4) may be filled by a firefighter at a lower wage, at the discretion of the AGENCY. Reimbursement for said firefighter to fill the opening may be requested by the AGENCY.
- ~~6. Phase in of full time Medic 6 is based on preapproval by the MPD prior to the addition of each and any paramedic staff. Further the AGENCY will notify the COUNTY in advance of the intended addition. Hiring will be based on written COUNTY acknowledgement. Phase in of full time Medic 6 may begin after July 1, 2012, under the following schedule which modifies section IV. B.1:~~
 - a. Phase in -- Step 1 Addition of one (1) PM/FF on July 1, 2012 -- Medic 6 will be staffed 24 hours a day 33% of the time and 12 hours a day 66% of the time.
 - b. Phase in -- Step 2 Addition of one (1) PM/FF FTE on January 1, 2013 -- Medic 6 will be staffed 24 hours a day 66% of the time and 12 hours a day 33% of the time.

~~c. Phase in -- Step 3 addition of one (1) PM/FF FTE on July 1, 2013 -- Medic 6 will be staffed 24/7 utilizing 8 PM/FF @ 80% on a trial basis understanding that 8 PM/FF @ 90% or 9 PM/FF @ 80% is considered fully a staffed Medic Unit.~~

~~Once Medic 6 is fully staffed reimbursement will be consistent with the other County Medic units which are 8 PM/FF @ 90% or 9 PM/FF at 80%.~~

- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, on or about the last day of the month following the close of each pay period identified in Section IV.B. of this Contract.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.6., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY, except for paramedic services. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract.

The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, on or about the last day of the month following month of purchase.

- G. The COUNTY shall pay for Hepatitis B vaccines for new hire paramedics, if not previously vaccinated. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up testing to ensure the vaccine was successful. Results of follow-up testing shall be provided to Medic One.

If the vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots has to be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccine, a signed release completed by the AGENCY must be provided to Medic One. Vaccine or signed release must be initiated within three (3) months of hire and documentation provided to Medic One.

- H. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve

vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.

- I. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of protective clothing for each new paramedic hired. The AGENCY shall maintain and replace the protective clothing due to normal wear and tear or 10 years whichever comes first. If the protective clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY will reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC~~the following~~ standards:.

~~*NFPA Standard 1973, 1993 Edition *MII-B-2885 *NFPA 1971, 1991 Edition
*NFPA 1972, 1992 Edition *WAC 296-976 *WAC 296-305~~

- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exam given to a paramedic candidate hired to fill a vacancy.
- K. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: *The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.*
- L. The COUNTY shall reimburse the AGENCY a total of \$9,408.00 annually for fire station building space dedicated to the Medic 3 and Medic 6 vehicles and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required set backs as follows: *392 square feet (22 feet by 8 feet, and 3 foot set backs on all sides) x \$0.50 per square foot x 4 vehicles X 12 months). Maximum annual payment is \$9,408.00.*
- M. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's required monthly "in-service" lecture/run review, and when required by the Medical Program Director to attend the "skill lab" provided through the Harborview Paramedic Training Program.
- N. The COUNTY shall reimburse 80 percent (80%) of the costs of biannual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall be responsible for the initial purchase, repair and replacement of ALS dispatch system printer(s) or dispatch FAX equipment. The AGENCY shall be responsible for the provision of transmission lines and any supplies necessary for the operation of this equipment.

- Q. The COUNTY shall reimburse the AGENCY \$2,520.00 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$15.75 per square foot x 2 offices x 80%, per year.*
- R. The COUNTY shall provide the AGENCY one annual reimbursement of \$30,000.00 to offset costs associated with managing the MEDIC 3, MEDIC 6 and MEDIC 2 paramedic units in the MEDIC 3, MEDIC 6 and MEDIC 2 paramedic zones. In addition, the COUNTY will provide the AGENCY \$10,000 annually to offset supervisory costs for the non-jurisdictional MEDIC 2 paramedic zone.
- S. The COUNTY will reimburse the AGENCY for certified EMT overtime back-fill on assigned licensed EMS units to accommodate the required coursework time for the MPD approved, paramedic-in-training. This back-fill cost will be shared by the COUNTY and AGENCY equally at 50% of the hourly back-fill cost of wages and benefits for said overtime to a maximum reimbursable allocation for one paramedic-in-training is \$70,000 per agency. The COUNTY will budget \$210,000 for a maximum of three paramedic-in-training individuals per year. Each of three EMS/ALS contract agencies will be allowed one paramedic-in-training position but by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY will reimburse the AGENCY actually incurring the cost for paramedic-in-training back fill overtime. The AGENCY will submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name, name of EMT doing the back-fill for the paramedic-in-training, date of back-fill, the full cost, the 50% cost to be reimbursed and identifying the reimbursement line as "paramedic-in-training back-fill."

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an

employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.

- B. The COUNTY will not exercise control and direction over the work of the AGENCY, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE ADMINISTRATOR
THURSTON COUNTY MEDIC ONE
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

LACEY FIRE DISTRICT #3
c/o FIRE CHIEF
PO BOX 3366
LACEY WA 98513-3366

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third party entity. Further, all parties shall agree to the purpose for which the neutral third party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third party fact finding services and recommendation shall be borne equally by all parties involved.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.

- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:
 1. Professional Legal Liability:
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. Commercial General Liability:
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. Business Automobile Liability:
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. Worker's Compensation:

The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.

5. Verification of Coverage and Acceptability of Insurers:
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

 Thurston County Department of Human Resources
 Attn: Thurston County Risk Manager
 2000 Lakeridge Drive SW
 Olympia, Washington 98502-6045
 - (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
 - (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
 - (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
6. Other Insurance Provisions:
 - (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
 - (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
 - (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
 - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.

8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
 9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.
- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
 - (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
 - (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
 - (a) Wilful misconduct or negligence on the part of the AGENCY or it's employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.

- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. **Suspension:** If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.
- B. **Termination for Cause by County:** If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
 2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. **Termination for Cause by Agency:** In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.

- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
 3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
 4. In the event a financial audit has not been performed prior to closeout of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

LACEY FIRE DISTRICT #3

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Lacey Fire District #3

APPROVED AS TO FORM:

By: Lacey Fire District #3 Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Chair

Commissioner

Commissioner

ATTEST:

Clerk of the Board

JON TUNHEIM
PROSECUTING ATTORNEY

By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 3," "Medic 2" and "Medic 6." The normal paramedic service area will be the areas known as the "Medic 3 Lacey" zone, "Medic 2 Yelm" zone and "Medic 6 Northeast County" zone as described by the COUNTY. The AGENCY will be responsible to routinely station units within each zone and to provide service with the described paramedic units within the Medic 3 (station 3-1), Medic 2 (station 2-1) and Medic 6 (station 3-4) zones. The AGENCY is required to notify the COUNTY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system.

II. **SERVICES** ~~Before/after the phased addition of staff~~

~~A.1. Before the addition of Medic 6 staff: The AGENCY shall provide six Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff two ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day and one ambulance equipped to furnish emergency medical assistance twelve (12) hours a day, seven (7) days a week during peak volume time period. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.~~

~~A.2. After the phased addition of Medic 6 staff authorized in this agreement and medical probation is completed: The AGENCY shall provide six Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff three ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week. As paramedics are added to Medic 6 staff under this agreement, the AGENCY will increase the number of 24 hour staffed days per month on Medic 6 as follows: 33% per month after the addition of one (1) paramedic; 33% additional days per month for a total of 66% per month after the addition of the second (1) paramedic; 34% per month for a total of 100% days per month after the addition of the third (1) paramedic. During the phase in period, when staffing of Medic 6 is not at the 24 hour per day staffing, the AGENCY will substitute one ambulance equipped to furnish emergency medical assistance twelve (12) hours a day as follows: not more than five (5) days a week during peak volume time period after the addition of the first (1) paramedic, not more than three (3) days per week after the second (1) paramedic and no 12 hour per day unit after the addition of the third (1) paramedic as Medic 6 will be considered fully staffed for 24 hour per day 7 days per week. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.~~

1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.

- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly to the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel and oil consumption and all maintenance and repairs of such vehicles.
 3. AGENCY shall accomplish routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and will coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Services provided by the COUNTY'S EVT maintenance agency are listed on Exhibit A Attachment 1 "Designated EVT Maintenance Agency and Services" and a list of COUNTY vehicles to be serviced by the COUNTY'S EVT Maintenance Agency are listed on Exhibit A Attachment 2 "Medic One EVT vehicles list."
 4. The AGENCY shall provide repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
 5. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,440.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.50 per square foot 2 offices x 12 months*. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
 6. The AGENCY shall submit the patient care reporting data as required by the COUNTY'S current patient care data management system to the COUNTY within seventy two (72) hours of the EMS run.

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and **CITY OF TUMWATER** a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include chapters 18.71, 18.73, 70.168 RCW and chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles will at all times be equipped with equipment necessary to provide the services

contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is used as the paramedic aid response vehicle.

C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A." II.B. 1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2017~~2~~. This Contract will terminate on December 31, 2021~~6~~. This agreement replaces and supersedes all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).

B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.

C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.

B. The COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to paramedic unit known as "Medic 5" with any of the following reimbursement formulas:

80 percent (80%) of said costs for the 9-medical dual paramedic staffed unit or
90 percent (90%) of said costs for the 8-medical dual paramedic staffed unit or
100 percent (100%) of said cost for the 7-medical dual paramedic staffed unit.

~~80 percent (80%) of said costs for the 9-medical paramedic unit known as "Medic 5" and~~
~~100 percent (100%) of said costs for the 8-medical paramedic unit known as "Medic 14".~~

And paramedic unit known as "Medic 14" with any of the following reimbursement formulas:

89 percent (89%) of said costs for the 9-medical dual paramedic staffed unit or
100 percent (100%) of said costs for the 8-medical dual paramedic staffed unit or

115 percent (115%) of said cost for the 7-medical dual paramedic staffed unit. The COUNTY will be notified 30 days in advance for any staffing modifications to Medic units that affect this reimbursement formula.

- In addition, the AGENCY will be reimbursed 100 percent (100%) of said costs for one (1) Emergency Medical Services Officer (EMSO) who will be a response paramedic within the staffing allocation at a rank no higher than captain. For the purposes of this paragraph of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: At a minimum, the equivalent cost of the salaries and all other monetary benefits for ~~fourteen sixteen~~ (164) ALS certified paramedic personnel, but not to exceed the actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY, up to a maximum equivalent of seventeen (~~187~~) paramedic personnel.
2. Paramedics' Uniform and Clothing Maintenance Allowance ~~-. reimbursement for this allowance changes with formula percentage.~~
3. ~~Overtime in an amount equivalent to 8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 90%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 100%=Overtime Allotment) matching the staffing level of this section for Medic 5 and 8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 89%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 100%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 115%=Overtime Allotment) matching the staffing level of this section for Medic 14 Units.~~ Overtime in an amount equivalent to 8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment for Medic 5 and 7 Firefighter/Paramedic wage X 8% X 100% for Medic 14 and EMSO).
4. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation. Disability overtime shall be designated and claimed separate from overtime as specified (in paragraph IV.B.3.) above. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling.
5. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special event (paragraph IV.E) or paramedic disability (paragraph IV.B.4) may be filled by a firefighter at a lower wage, at the discretion of the AGENCY. Reimbursement for said firefighter to fill the opening may be requested by the AGENCY.
6. ~~Phase in of full time Addition of staff to~~ Medic 14 is based on preapproval by the MPD prior to the addition of any paramedic staff. Further the AGENCY will notify the COUNTY in advance of the intended addition. Hiring will be based on written COUNTY acknowledgement. ~~Phase in of full time Medic 14 may begin after January 1, 2012, under the following schedule:~~

~~One (1) paramedic may be added on or after January 1, 2012, based on approval of the MPD and COUNTY acknowledgement. Reimbursement will be under the formula for Medic 14 cited in this section IV.B.~~

- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, on or about the last day of the month following the close of each pay period identified in Section IV.B. of this Contract.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.6., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY, except for paramedical services. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract.

The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, on or about the last day of the month following month of purchase.

- G. The COUNTY shall pay for Hepatitis B vaccines for new hire paramedics, if not previously vaccinated. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow up testing to ensure the vaccine was successful. Results of follow up testing shall be provided to Medic One.

If vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots has to be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccine, a signed release completed by the AGENCY must be provided to Medic One. Vaccine or signed release must be initiated within three (3) months of hire and documentation provided to Medic One.

- H. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for five (5) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles, operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- I. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of protective clothing for each new paramedic hired (100% for initial purchase SPRINT personal protective clothing). The AGENCY shall maintain and replace the protective clothing due to normal wear and tear or 10 years whichever comes first. If the protective clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while

conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The AGENCY agrees to provide protective clothing which meets or exceeds the current and applicable NFPA, and/or WAC following standards:

~~*NFPA Standard 1973, 1983 Edition~~ ~~*MII-B-2885~~ ~~*NFPA 1971, 1991 Edition~~
~~*NFPA 1972, 1992 Edition~~ ~~*WAC 296-976~~ ~~*WAC 296-305~~

- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exam given to the paramedic candidate hired to fill a vacancy.
- K. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: *The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.*
- L. The COUNTY shall provide the AGENCY a building space dedicated to the primary and backup Medic 5 Tumwater and ~~SPRINT-Medic~~ 14 Units. In lieu of providing a building space, the COUNTY shall reimburse the AGENCY a total of \$2,352.00 annually each, for fire station building space dedicated to the Medic 5 unit and backup unit(s). Reimbursement is based on the following formula for each unit's footprint and required set backs as follows: *392 square feet (22 feet by 8 feet, and 3 foot set backs on all sides) x \$0.50 per square foot x 2 vehicles X 12 months. Maximum annual payment is \$4,704.00.*
- M. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's required monthly "in-service" lecture/run review, and when required by the Medical Program Director to attend the "skill lab" provided through the Harborview Paramedic Training Program.
- N. The COUNTY shall reimburse 80 percent (80%) of the costs of biannual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E. and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall be responsible for the initial purchase, repair and replacement of ALS dispatch system printer(s) or dispatch FAX equipment. The AGENCY shall be responsible for the provision of transmission lines and any supplies necessary for the operation of this equipment.
- Q. The COUNTY shall provide the AGENCY office space dedicated for Medic 5 and ~~SPRINT~~/Medic 14 paramedics. In lieu of providing office space, the COUNTY shall reimburse the AGENCY \$1,260.00 annually each, for fire station office space dedicated for paramedic use. Reimbursement is based on the following formula: 100 square feet x \$15.75 per square foot x 1 office x 80%, per year.
- R. The COUNTY shall provide the AGENCY one annual reimbursement of \$30,000.00 to offset costs associated with managing the MEDIC 5 and MEDIC 14 paramedic units in the MEDIC

5 AND MEDIC/14 paramedic zones. In addition, the COUNTY will provide the AGENCY \$10,000 annually to offset supervisory costs for the non-jurisdictional MEDIC 14 zone.

S. The COUNTY will reimburse the AGENCY for certified EMT overtime back-fill on assigned licensed EMS units to accommodate the required coursework time for the MPD approved, paramedic-in-training. This back-fill cost will be shared by the COUNTY and AGENCY equally at 50% of the hourly back-fill cost of wages and benefits for said overtime to a maximum reimbursable allocation for one paramedic-in-training is \$70,000 per agency. The COUNTY will budget \$210,000 for a maximum of three paramedic-in-training individuals per year. Each of three EMS/ALS contract agencies will be allowed one paramedic-in-training position but by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY will reimburse the AGENCY actually incurring the cost for paramedic-in-training back fill overtime. The AGENCY will submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name, name of EMT doing the back-fill for the paramedic-in-training, date of back-fill, the full cost, the 50% cost to be reimbursed and identifying the reimbursement line as "paramedic-in-training back-fill."

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor/COUNTY relationship shall be created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or otherwise during the performance of this Contract.

- B. In the performance of the services herein contemplated, the AGENCY is an independent contractor with the authority to control and direct the performance of the details of the work however, the services contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees, agents, servants otherwise, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee, agent or servant from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

MEDIC ONE DIRECTOR
 THURSTON COUNTY MEDIC ONE
 2703 PACIFIC AVE SE, SUITE C
 OLYMPIA WA 98501

FIRE CHIEF
 TUMWATER FIRE DEPARTMENT
 555 ISRAEL ROAD SW
 TUMWATER WA 98502

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third party entity. Further, all parties shall agree to the purpose for which the neutral third party entity shall be engaged. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third party fact finding services and recommendation shall be borne equally by all parties involved.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to

the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.

- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:
1. **Professional Legal Liability:**
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. **Commercial General Liability:**
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. **Business Automobile Liability:**
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. **Worker's Compensation:**
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
 5. **Verification of Coverage and Acceptability of Insurers:**
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall

provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurers obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
 Attn: Thurston County Risk Manager
 2000 Lakeridge Drive SW
 Olympia, Washington 98502-6045

- (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
- (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

6. Other Insurance Provisions:

- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
- (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
- (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.

7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XV.B.1. and Section XV.B.2. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.

- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WICA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
- (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the County incurred in the performance of this Contract shall be borne in the following manner:
- (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
- (a) Wilful misconduct or negligence on the part of the AGENCY or its employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XVI.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- D. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, effective not less than seven (7) days following written notification to the AGENCY or its authorized representative. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY or its authorized representative during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension.
- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.

- C. Termination for Cause by Agency:

In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this contract upon sixty (60) days written notice to the COUNTY.

- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By the COUNTY, with the consent of the AGENCY, in which case the two parties shall devise by mutual agreement, the condition of termination including effective date and in case of termination in part, that portion to be terminated;
 2. By the AGENCY, subject to the approval of the COUNTY by written notification to the COUNTY setting forth the reasons for termination, the effective date, and in the case of termination in part, the portions to be terminated;
 3. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 - 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
 - 3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
 - 4. In the event a financial audit has not been performed prior to closeout of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

CITY OF TUMWATER

DATED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Mayor

ATTEST:

CLERK CITY OF TUMWATER

APPROVED AS TO FORM:
ATTORNEY CITY OF TUMWATER

By: Karen Kirkpatrick, City Attorney

Chair

Commissioner

Commissioner

ATTEST:

Clerk of the Board

JON TUNHEIM
PROSECUTING ATTORNEY

By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5" and "Medic 14." The normal paramedic service areas will be the areas known as the "Medic 5 Tumwater" zone and the "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible to routinely station units within each zone and to provide service with the described paramedic units within the Medic 5 (Station T-1) and Medic 14 (Station 1-1) zones. The AGENCY is required to notify the COUNTY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system.

II. SERVICES before/after staff addition of staff

~~A.1 Before the addition to SPRINT14/Medic 14 staff: The AGENCY shall provide three Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff one (1) Advanced Life Support (ALS) ambulance and one (1) Advanced Life Support (ALS) Aid Unit equipped to furnish emergency medical assistance twenty-four (24) hours a day, seven (7) days a week. When the AGENCY is staffed with at least five (5) paramedics on shift, paid under this contract, then the AGENCY shall provide four (4) paramedics Thurston County approved and WA state certified "physician trained mobile intensive care paramedics" to staff two (2) Advanced Life Support (ALS) ambulances equipped to furnish emergency medical assistance. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.~~

~~A.2 After the addition of Medic 14 staff authorized in this agreement and medical probation is completed: The AGENCY shall provide four Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff two (2) Advanced Life Support ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day, seven (7) days a week. The AGENCY shall provide four (4) Thurston County approved and WA state certified "physician trained mobile intensive care paramedics" to staff two (2) Advanced Life Support ambulances equipped to furnish emergency medical assistance. It is recognized that occasionally, with the staff allocated, dual paramedic staffing of Medic 14 will not be possible, in that circumstance, SPRINT 14 will be staffed with one (1) Advanced Life Support paramedic. The AGENCY will notify TCOMM/dispatch when SPRINT 14 is staffed. A report will be sent to Medic One office with each occurrence with date and reason for staffing as SPRINT 14.~~ The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.

The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.

1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under RCW 18.71.205, WAC 246-976.
2. The requirements for an equipped ambulance are defined under Chapters 18.73 RCW, WAC 246-976.

3. The authority of the State designated supervising physician is defined under Chapters RCW 18.71.205, WAC 246-976.
- B. The AGENCY and the COUNTY are responsible for supply purchasing and ambulance maintenance as follows:
1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C.1., Section I.C.2., and Section I.C.3. of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment direct to the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel and oil consumption and all maintenance and repairs of such vehicles.
 3. AGENCY shall accomplish routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and will coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Services provided by the COUNTY'S EVT maintenance agency are listed on Exhibit A Attachment 1 "Designated EVT Maintenance Agency and Services" and a list of COUNTY vehicles to be serviced by the COUNTY'S EVT Maintenance Agency are listed on Exhibit A Attachment 2 "Medic One EVT vehicles list."
 4. The AGENCY shall provide repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and approve in advance, except under emergency conditions, for any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
 5. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$720.00 annually for ALS supply storage space. Reimbursement is based on the following formula: 120 square feet X \$0.50 per square foot, x 1 office x 12 months. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
 6. The AGENCY shall submit the patient care reporting data as required by the COUNTY'S current patient care data management system to the COUNTY within seventy two (72) hours of the EMS run. ~~The AGENCY shall submit the original "EMS Run Reports" as attached to this exhibit, to the COUNTY within seventy two (72) hours of the EMS run.~~
 7. The COUNTY will provide staff quarter's space for the Medic 14 personnel.

Memorandum of Understanding

Medic Unit Vehicle

To the Intergovernmental EMS Contract ending December 31, 2021

Regarding I. Services, C.1 The county through the Thurston County Emergency Medical services fund, shall provide the agency with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. Said vehicle(s) shall be acceptable to both the COUNTY and the AGENCY with the Chief of the AGENCY having final authority to accept or deny the design of any vehicle being offered. In the case that the AGENCY requests a vehicle design other than the vehicle being proposed by the COUNTY, any cost increases that are necessary to build in the design difference(s) requested by the AGENCY but not agreed to by the COUNTY may be decided through a cost sharing arrangement, details of which shall be noted in an additional MOU, prior to placing an order for said AGENCY vehicle.

Approved: (valid for all AGENCIES signed below but not all AGENCIES are required to sign for the MOU to be in effect)

_____	_____
AGENCY Lacey Fire District 3	date

_____	_____
AGENCY City of Olympia	date

_____	_____
AGENCY City of Tumwater	date

_____	_____
Thurston County	date