

THURSTON COUNTY MEDIC ONE  
EMERGENCY MEDICAL SERVICES COUNCIL  
VIRTUAL MEETING

**AGENDA**

September 21, 2022, 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 July 20, 2022
    - B. Ops Committee September 1, 2022 (informational only)
  - V. COMMITTEE REPORTS
    - A. Operations Committee – Ops Chair or Representative
    - B. West Region EMS Council – WREMS Representative
    - C. Staff Report – <https://www.thurstoncountywa.gov/m1/Pages/meetings.aspx>
  - VI. OLD BUSINESS
- |    | ITEM                   | PRESENTER   | EXPECTED OUTCOME |
|----|------------------------|-------------|------------------|
| A. | 2023-2025 ALS Contract | Miller-Todd | Presentation     |
- VII. NEW BUSINESS
- |    | ITEM   | PRESENTER   | EXPECTED OUTCOME |
|----|--|-------------|------------------|
| A. | Surplus Medic Units  | Miller-Todd | Approve          |
| B. | Surplus Resolution   | Miller-Todd | Action           |
| C. | 2022 2 <sup>nd</sup> Qtr Budget vs Actual                  | Miller-Todd | Presentation     |
| D. | MPD Contract Amendment                                     | Miller-Todd | Action           |
| E. | Surplus Medic One Administrative Vehicle (Scott's old SUV) | Miller-Todd | Action           |
- VIII. PUBLIC PARTICIPATION
  - IX. GOOD OF THE ORDER
  - X. ADJOURNMENT

**This meeting is virtual. To attend this meeting, please follow the instructions below:**

**September 21, 2022 3:30 pm**

**Please join this meeting from your computer, tablet, or  
smartphone**

[https://us02web.zoom.us/j/88394707722?pwd=bUdTR1pyWDI  
kZ3owNjhTMGhWRm5lUT09](https://us02web.zoom.us/j/88394707722?pwd=bUdTR1pyWDI<br/>kZ3owNjhTMGhWRm5lUT09)

Meeting ID: 883 9470 7722  
Passcode: 199130

**You can also dial in using your phone.  
(For supported devices, tap a one-touch number  
below to join instantly.)**

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Meeting ID: 883 9470 7722  
Passcode: 199130

**Thurston County Medic One  
Emergency Medical Services Council – Regular Meeting  
Virtual  
July 20, 2022**

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**PRESENT:** Cindy Hambly, Stan Moon, John Ricks, Brian VanCamp, Angela Jefferson, Dontae Payne, Lenny Greenstein, Harry Miller, Liberty Hetzler

**ABSENT:** Wayne Fournier

**EXCUSED:** Larry Fontanilla, Sheila Fay, Gary Edwards, Margaret McPhee

**GUESTS:** Dan Bivens, Shawn Crimmins, Brian Hurley, Chris Clem, Steve Brooks, Tony Kuzma, Corey Rux, Steven Slater, Chris Patti

**STAFF:** Ben Miller-Todd, Daphne Reaves, Joy Miller, Sandra Bush

**CALL TO ORDER/ROLL CALL** – Stan Moon called the meeting of the Emergency Medical Services Council (EMSC) to order at 3:30 PM.

**I. APPROVAL OF AGENDA – MSC** – Removed New Business, Item A. Citizen At Large Position. (Ricks/Miller) move to approve the agenda as amended, and this carried.

**II. PUBLIC PARTICIPATION** – None.

**III. REVIEW AND APPROVAL OF MINUTES**

- A. EMS COUNCIL – June 15, 2022 – (Greenstein/Ricks) approve of the minutes, and this carried.
- B. OPERATIONS COMMITTEE – No July meeting

**IV. COMMITTEE REPORTS**

- A. **OPERATIONS COMMITTEE:** No meeting, no report.
- B. **WEST REGION:** No meeting, no report.
- C. **STAFF REPORT:** Staff report is available on the website. [Thurston County | Medic One | Committee Meeting Information \(thurstoncountywa.gov\)](https://www.thurstoncountywa.gov/committees/medic-one). Miller-Todd highlighted on the following: 1) We had an excellent paramedic hiring round with 5-6 new medics on-board within 6-8 weeks. This will bring us to 98-99% staffed. 2) There will be a fall EMT class, however it will start slightly later than normal.

**V. OLD BUSINESS**

- A. 2023 Budget Amendments – Miller-Todd presented: Medic One has come to a tentative agreement with the ALS agencies, for their contract renewal. Budget amendments for 2023 are needed prior to the ability to pass the contract in front of the council and the board. Miller-Todd presented the anticipated budgetary changes based on a tentative agreement for the ALS contracts, going into 2023.

For the ALS contracts there will be a net increase in 2023 of \$595,000, which is about a 5.7% increase in the contract value. This includes a cost savings of \$175,000 in disability clarification, and a cost increase of \$770,000 for paramedic staffing and operational augmentation.

Miller-Todd presented the potential 2023 Medic One Budget Amendment requests for both ALS & BLS. ALS Contracts: \$650,000 which includes the \$595,000 mentioned earlier + 0.5% for unexpected operating increases associated with negotiations; AED's: \$45,000; BLS: \$25,000, which includes an increase in the SafeKids contract, increase in testing/protocol, chromebooks, classmarker on-line platform, and a 5% increase in wages for instructors and evaluators; I.T.: \$75,000 for an increase in contracts/equipment; \$144,410 increase in the cost for (2) new medic units. The total budget amendment requests = \$939,410.

(Greenstein/Ricks) move to suspend the normal process of review and approval, and this carried.

(Ricks/Greenstein) move to approve the proposed budget amendments, and this carried.

- B. Ambulance Transport – FD9 Operations Chief Chris Patti, Chair of the Operations Chiefs Committee, provided information to the council on ambulance transport delays. A sub-committee of the Operations Chiefs Committee was created to evaluate long wait times in the field, and at this time they are working to start a “deliberate ambulance dispatch trial”, August 1<sup>st</sup>. The intent of the trial is to try and eliminate multiple times a day/week when ambulances are dispatched on BLS calls and there is no ambulance available. Beginning August 1<sup>st</sup>, ambulances will not be dispatched on the initial BLS call, except for motor vehicle accidents. All other transport requests will be made by the responding agency.

Chris Clem with Olympic Ambulance said over the past 6 months they have gone from being in possibly the most challenging staffing situation to being on the verge of the best staffing situation they’ve ever been in. In 2022 they have hired 52 EMTs and EMT interns, in Thurston County. Chris said prior to COVID, things were good with 6-9 ambulances running. They are now at a consistent 7–8 during the week days, and after 4–8 weeks when the new hires have completed their training, they expect to be up to 9 rigs. Tony Kuzma with AMR provided an update on their staffing levels as well which indicate an improvement. Pre-COVID they had 20 full-time positions, and right now they have 22 full-time positions. In 3 weeks, they expect to have 24 full-time EMTs to fill 22 positions. Pre-COVID they were running 4 ambulances and they expect to be at 5 in 3-4 weeks, with 2 critical care shifts.

Miller-Todd provided an update from Chief Carson with OFD. The 60-day notices were issued to AMR and Olympic in June. OFD will re-address and update Olympia city council regarding the 60-day time once it has expired. Likely steps going forward will be a September OFD presentation regarding BLS transport and the CARES (Community Assistance, Referrals and Education Services) proposal for the EMSC and city council. The CARES program is designed to serve a community’s most vulnerable populations that may have low acuity, but high-volume needs. OFD has traditionally utilized the system to help with social services referrals, but may be expanding the program to address those patients that may need help with daily medications, diabetes management, chronic disease management, etc. It is to help address the overutilization of the 911 by addressing the needs of these vulnerable populations.

## **VI. NEW BUSINESS**

- A. FD13 BLS Transport – FD13 submitted an EMS Service Verification and Vehicle License application for BLS transport, as well as an amendment to the application. The amendment removes Mason County Fire District #4 from their mutual aid plan. A recommendation is needed today because of the tight window of opportunity DOH provides for receiving all necessary approvals before submitting to DOH. (Greenstein/Ricks) move to suspend the normal process of review and approval, and this carried. (Greenstein/Ricks) move to approve the application, as well as the application amendment, and this carried.
- B. Hospital Diversion Update – Miller-Todd provided a presentation on hospital diversions he gave to the County Commissioners. There was an article written in the Olympian over this presentation and Miller-Todd wanted to clarify and give the same presentation to the council. Thurston County was recently under a 90-day no-divert trial. Providence St. Peter, Capital Medical Center, and Providence Centralia all agree to stay with the no-divert policy because it improves patient flow throughout the system, reduces redundancy with EMS providers calling multiple facilities trying to figure out where to take a patient, and it basically smooths out the waxing and waning of call volumes in the system.

## **VII. PUBLIC PARTICIPATION – None**

- VIII. GOOD OF THE ORDER** – Chair Moon said we typically cancel a council meeting in the summer, and based on the council approving the budget amendment today, there is nothing critical on the agenda for August, therefore the August EMSC meeting has been cancelled.

## **IX. ADJOURNMENT** – Meeting adjourned at 4:36.

**THURSTON COUNTY MEDIC ONE  
OPERATIONS COMMITTEE ~ MEETING MINUTES  
VIRTUAL  
September 1, 2022**

**PRESENT:** Steve Brooks, Tony Kuzma, Wendy Hill, Mark Gregory, Larry Fontanilla, Mike Buchanan, Leonard Johnson, Brian VanCamp, Shawn Crimmins

**ABSENT:** Garth Wade, Ciaran Keogh, Wendy Rife, Mindy Churchwell, Jeff DeHan

**EXCUSED:**

**GUESTS:** Chris Clem, Rian Winter, Jennifer Schmidt, Scott Jones (Falck Ambulance), Michael Hughes, James Osberg, Aaron Karejwa (Falk Ambulance)

**STAFF:** Sandra Bush, Ben Miller-Todd

**I. CALL TO ORDER/ROLL CALL** – Chair VanCamp called the meeting to order at 2:00.

**II. APPROVAL OF AGENDA –MSC** – (Brooks/Buchanan) move to approve the agenda as presented, and this carried.

**III. PUBLIC PARTICIPATION** – None

**IV. REVIEW AND APPROVAL OF MINUTES**

1. Operations Committee – June 2, 2022 – (Buchanan/Brooks) move to approve and this carried.
2. EMS Council – June 15, 2022 & July 20, 2022 (Informational only)

**V. COMMITTEE REPORTS**

A. **West Region EMS Council** – Clem reported: 1) The board met this past Monday and is in the process of updating the strategic plan for the next upcoming plan cycle. The first draft needs to be completed by February 2023. 2) The next council meeting is September 7<sup>th</sup>.

B. **Subcommittees**

1. Equipment Committee (EqC) – Rian Winter reported: 1) Drug shortages for D50, epi 1:10,000, and saline in all forms remain. 2) PPE stocks remain robust and Medic One is working to keep a 6-month stock. 3) Point of Care ultrasound is being demo' d and may be an option for ALS providers in the future. 4) An AED prototype from Stryker is going to be presented to Medic One soon. 5) IO gun research was done. A process will be set in motion moving forward to assure IO guns are discarded prior to the batteries dying since there is no battery meter on them. 6) The next meeting is scheduled for September 15<sup>th</sup> at 0930.
2. Mass Casualty Incident (MCI) Committee – Crimmins reported: The committee will be meeting in September to approve changes to the current MCI plan as well as a standalone "hostile event plan". These will be coming to Ops in October.
3. Training Advisory Committee (TAC) – Clem reported: 1) The committee did not meet last month, but they are still in the process of updating the procedure documents for EMT certification in Thurston County. 2) The committee has started working on 2023 OTEP, with resilience being the first topic. 3) The next meeting is scheduled for September 15<sup>th</sup>.
4. Transportation Resource Utilization Committee (TRU) / Hospital Diversion – Brooks reported: The first month of the anticipated 90-day BLS transport trial has been completed. It is Chief Brooks' understanding that the data will be reviewed for measuring success (i.e. dropped calls, no loads, transport percentages).
5. ePCR Committee – No report.

C. **Staff Report** – Staff report is located on the website at – <https://www.thurstoncountywa.gov/m1/Pages/meetings.aspx>  
Miller-Todd added: 1) We have an onboarding of 7 paramedics and October there will be a formal hiring process. 2) EMT class starts September 6<sup>th</sup>. Chief Rux will be the lead SEI and supported by Pete Suver. 3) Public Health Services is on their 3 round of interviews for the Director position. Medic One is 62% staffed at this time and may hire a recruiter to help with onboarding.

**VI. OLD BUSINESS**

A. Surplus Medic Units – 5 applications were received and applied to the surplus vehicle matrix. Since Medic One is replacing 5 medic units, all 5 applicants will receive a surplus vehicle. 5 units will be available for surplus in 2024 and 2

will be available in 2025. (Buchanan/VanCamp) move to accept the applications as they have been scored and ranked, and this carried.

B. Ambulance Ordinance – Semi-Annual Review – There is no action for changes currently.

**VII. NEW BUSINESS**

**VIII. GOOD OF THE ORDER** – VanCamp said the Ops committee will take the lead from the EMSC on when we will go back to hybrid meetings.

**IX. ADJOURNMENT** – (Johnson/Buchanan) move to adjourn the meeting at 2:24pm, and this carried.

## 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**, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; 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

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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 ~~shall~~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. Additionally, the COUNTY may provide a  
mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00  
per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and  
the COUNTY shall coordinate the use of these vehicles prior to their utilization as  
response units. "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-" ~~141~~.B.-1-4  
this Contract shall also apply to any such additional vehicle. Such vehicle and  
shall also remain the property of the COUNTY.

of  
equipment

C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a  
primary Medic Unit from the deployment model for paramedic-level, and suppression-  
related training following notification of the COUNTY and coordination with partner  
agencies. At any given time, only one of seven Medic Units shall be marked as Out Of  
Service (OOS) in CAD, and for no greater than 4 hours at a time.

C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS)  
unit dispatching and/or responses after the effective date of this contract shall be  
approved by the Emergency Medical Services (EMS) Operations Committee and briefed  
to the Emergency Medical Services Council (EMS Council) prior to implementation. The  
dispatch configurations for all ALS Units in Thurston County as of the effective date of  
this contract shall be briefed to Emergency Services Operations Committee. The  
COUNTY and AGENCY shall jointly develop performance measures for ALS Unit  
responses that shall be monitored six (6) months ending first quarter calendar year  
2023. The measured outcomes shall be briefed to the Operations Committee in the  
second quarter of calendar year 2023 and any performance deficits identified during the  
evaluation period shall be jointly addressed by the COUNTY and AGENCY within the  
second quarter of calendar year 2023 in order to bring the established measures in to  
compliance. Performance measurement shall continue throughout the term of this  
agreement and any outcome measures outside of established acceptable ranges at the  
end of calendar year 2023 or at any time thereafter for the duration of this contract

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shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2023~~4~~. This Contract ~~shall will~~ terminate on December 31, 2025~~2~~. This agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. 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.

If the AGENCY or the COUNTY's administrative agency for the execution of this agreement (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this agreement directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

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## **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 favor 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 ~~twenty-four~~thirty-six (36~~24~~) 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 9.5-medic dual paramedic staffed units known as "Medic 3," "Medic 6," and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 2." The COUNTY shall continuously

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pay ~~80%~~ the aforementioned percentages of the ~~costs~~ for the ~~9.5~~-medic dual paramedic staffed units, regardless of whether the position is ~~currently~~ occupied. Any unfilled paramedic position ~~shall will~~ be paid at the third paramedic ~~step~~ with benefits included at the weighted rate.

In addition, the AGENCY ~~shall will~~ be reimbursed 80 percent (80%) of said costs for ~~up to~~ one (1) Medical Services Officer (MSO) ~~at any rank within the bargaining unit that is currently a Thurston County certified paramedic~~. Said MSO ~~shall will~~ not be counted when calculating the staffing allocation described herein. ~~Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:~~

~~Reimbursement for this position will be contingent on deliverables. The deliverables will be developed jointly with the AGENCY and the COUNTY and approved by the Director of Medic One prior to the effective date of the contract. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" will be limited to the following:~~

~~1. SALARIES AND BENEFITS: -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 for the paramedic and MSO personnel in accordance with the formulae listed above.~~

~~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 of twenty-seven (27) paramedic personnel plus one MSO~~

2. Overtime in an amount equivalent to six percent (6%) of projected annual base ~~wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 3 and the Medic 6 units: for twenty-seven (27) ALS-certified paramedic personnel (Allotted 27 Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment). The following formula shall be utilized for the Medic 2 unit: (Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).~~

~~3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the~~

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AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

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~~Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is reimbursed by a 3<sup>rd</sup> party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY for 80% of the amount received from a 3<sup>rd</sup> party payor.~~

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.34) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy, 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.

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5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY ~~shall will~~ reimburse the AGENCY for the

AGENCY's paramedic contribution amount to this Trust on a \_\_\_\_\_  
~~semi-annual~~ monthly basis.

- C. 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, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- 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. ~~36.~~, 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. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds, and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. 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, ~~no later than the last day of the month following the month of purchase.~~ Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must 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 vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. 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.

J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued 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 ~~shall 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 standards.

- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.

- L. 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%.

**CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for office space, vehicle storage, and medical supplies, per square foot, based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region, and shall notify the LESSOR of any change and adjust the rate

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of this contract retroactive to January 1 of the year. The rate shall be calculated for each calendar year of this agreement. This escalation clause solely applies to paragraphs M-O below:

M. The COUNTY shall reimburse the AGENCY a total of ~~\$9,172,809,878.40~~ 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 setbacks as follows: 392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x ~~\$0.7065~~ per square foot x 3 vehicles x 12 months. ~~Maximum annual payment is \$9,172.80).~~

Commented [BM1]: Updated Base

Commented [BM2]:  $\$0.65 \times 1.081 = \$0.70$   
8.1% increase from Feb 2021 – Feb 2022 = base for 2023-2025 contract

N. 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 ~~\$2,016,004,872.00~~ annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: 120 square feet X ~~\$0.7065~~ per square foot x 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.

Commented [BM3]: Updated Base

Commented [BM4]: Updated Base

~~O. The COUNTY shall reimburse the AGENCY \$2,883.20 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 \$18.02 per square foot x 2 offices x 80%, per year.~~

Commented [BM5]: Updated Base

Commented [BM6]: Updated Base

~~PO.~~ The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).

~~QP.~~ 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.

~~Q. The COUNTY shall reimburse the AGENCY \$2,667.20 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 \$16.67 per square foot x 2 offices x 80%, per year.~~

~~RR.~~ The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 3, Medic 6, and Medic 2 paramedic units in ~~the Medi~~the Medic 3, Medic 6, and Medic 2 paramedic zones. The total annual reimbursement ~~shall will~~ be \$60,000.

~~SS.~~ The COUNTY ~~shall will~~ budget \$~~300210~~210,000 annually for paramedic-in-training support. Each of ~~the three (3) EMS/ALS contract agencies~~ ~~shall will~~ be allowed two (2) paramedic-in-training ~~positions~~ annually 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 shall will~~ reimburse the AGENCY incurring ~~the cost for paramedic-in-training. The AGENCY shall will~~ submit the reimbursement claim on ~~standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions. In the event a position shall will~~ be unused by any ALS agency, the COUNTY shall ~~notify the EMS Council. These funds shall will~~ then become available to all Thurston County ~~fire agencies for paramedic school support as provided for in EMS Council policy and~~ ~~procedure.~~

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The COUNTY shall reimburse the AGENCY \$~~5035~~5,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half ~~shall will~~ not be billed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One ~~Protocol Test and Oral Boards~~established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

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- ~~IF.~~ If the AGENCY employs more than the allotted (9.5) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two one (21) per medic unit. These ~~paramedics are eligible for continuing medical education (CME) funds as allocated reimbursement through the Medic One CME Fund policy and are eligible for 100% OT for attending in-service.~~

- ~~UU.~~ In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited

period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

**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 ~~shall~~~~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.

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- 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  
1231 FRANZ ST. SE  
LACEY WA 98503

- 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

~~shall~~~~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 expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein: 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

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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 AM. 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 insurer's 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 and Section XIV.B.3. 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) Willful 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 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 either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each 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 60 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 either party with the mutual consent of the other party, 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. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- 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 close out 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 or either of the two nearest judicial districts pursuant to RCW 36.01.050.

**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

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

Chairman

~~Todd Chair~~

INTERIM ASSISTANT DIRECTOR, Ben Miller-

THURSTON COUNTY EMERGENCY SERVICES

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Commissioner

~~Commissioner~~

Commissioner

~~Commissioner~~

Commissioner

Commissioner

ATTEST:

ATTEST:

LACEY FIRE DISTRICT #3

Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM  
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 ~~shall~~ be known as "Medic 3," "Medic 6," and "Medic 2." The normal paramedic service area ~~shall~~ be the areas known as the "Medic 3 Lacey" zone, "Medic 6 Northeast County," and "Medic 2 Yelm" zone as described by the COUNTY. The AGENCY ~~shall~~ be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 3 (station 3-1 ), Medic 6 (station 3-4), and Medic 2 (station 2-1) zones. The COUNTY is required to notify the AGENCY 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 ~~shall~~ respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units ~~shall~~ be considered a COUNTY resource for response and coordination purposes.

### II. SERVICES

- A. The AGENCY shall provide six (6) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff three (3) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. 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 consumption.
3. AGENCY shall accomplish or coordinate 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 ~~shall~~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. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.
4. The AGENCY shall coordinate 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.

## 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~~**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**, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; 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)

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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 ~~shall~~<sup>will</sup> 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. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "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-" ~~14.1.B.-1-4~~ this Contract shall also apply to any such additional vehicle. Such vehicle and \_\_\_\_\_ shall also remain the property of the COUNTY.

of  
equipment

C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level, and suppression-related training following notification of the COUNTY and coordination with partner agencies. At any given time, only one of seven Medic Units shall be marked as Out Of Service (OOS) in CAD, and for no greater than 4 hours at a time.

C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY shall jointly develop performance measures for ALS Unit responses that shall be monitored six (6) months ending first quarter calendar year 2023. The measured outcomes shall be briefed to the Operations Committee in the second quarter of calendar year 2023 and any performance deficits identified during the evaluation period shall be jointly addressed by the COUNTY and AGENCY within the second quarter of calendar year 2023 in order to bring the established measures in to compliance. Performance measurement shall continue throughout the term of this agreement and any outcome measures outside of established acceptable ranges at the

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end of calendar year 2023 or at any time thereafter for the duration of this contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2023~~4~~. This Contract ~~shall~~will terminate on December 31, 2025~~2~~. This agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. 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.

If the AGENCY or the COUNTY's administrative agency for the execution of this agreement (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this agreement directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

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## **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 favor 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 ~~twenty-four~~thirty-six (36~~24~~) 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 9.5-medical dual paramedic staffed units known as "Medic ~~43~~," and "Medic ~~106~~," and "Medic 2." The COUNTY shall

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continuously pay ~~80%~~the aforementioned percentages of the ~~—~~ costs for the 9.5-medical paramedic staffed units, regardless of whether the position is ~~—~~ currently occupied. Any unfilled paramedic position ~~shall will~~ be paid at the third paramedic ~~—~~ step with benefits included at the weighted rate.

In addition, the AGENCY ~~shall will~~ be reimbursed 80 percent (80%) of said costs for ~~up to~~ one (1) Medical Services Officer (MSO) ~~at any rank within the bargaining unit that is currently a Thurston County certified paramedic~~. Said MSO ~~— shall will~~ not be counted when calculating the staffing allocation described herein. ~~—~~ Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

~~Reimbursement for this position will be contingent on deliverables. The deliverables — will be developed jointly with the AGENCY and the COUNTY and approved by the — Director of Medic One prior to the effective date of the contract. For the purposes of — paragraph IV(B) of this Contract cost of "paramedical services" will be limited to the — following:~~

- ~~—~~ 1. SALARIES AND BENEFITS: ~~— 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 for the paramedic and MSO personnel in accordance with the formulae listed above.~~

~~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 of twenty-seven (27) paramedic personnel plus one MSO~~

2. Overtime in an amount equivalent to six percent (6%) of projected annual base ~~— wages in accordance with the formulae listed above and excluding the MSO. for twenty-seven (27) ALS-certified paramedic personnel (Allotted 27 — Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).~~

- ~~—~~ 3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims

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that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

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Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is reimbursed by a 3<sup>rd</sup> party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY for 80% of the amount received from a 3<sup>rd</sup> party payor.

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3.4) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy, 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.

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5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY ~~shall will~~ reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a ~~semi-annual~~ monthly basis.



- C. 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, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- 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.36., 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. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds, and funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. 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, no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must 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 vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and

must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. 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.

J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued 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 shall 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 standards.

- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.

- L. 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%.

**CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for office space, vehicle storage, and medical supplies, per square foot, based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region, and shall notify the LESSOR of any change and adjust the rate of this contract retroactive to January 1 of the year. The rate shall be calculated for each calendar year of this agreement. This escalation clause solely applies to paragraphs M-O below:

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M. The COUNTY shall reimburse the AGENCY a total of ~~\$9,172.80~~\$13,171.20 annually for fire station building space dedicated to the Medic ~~43~~ and Medic 106 vehicles and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x \$0.7065 per square foot x 43 vehicles x 12 months-* *Maximum annual payment is* ~~\$9,172.80~~.

**Commented [BM1]:** Updated Base

**Commented [BM2]:** \$0.65 x 1.081 = \$0.70  
8.1% increase from Feb 2021 – Feb 2022 = base for 2023-2025 contract

**Commented [BM3]:** OFD = 2 frontline and 2 reserve

N. 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 ~~\$2,016.00~~\$1,872.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.7065 per square foot x 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.

**Commented [BM4]:** Updated Base

**Commented [BM5]:** Updated Base

~~O. The COUNTY shall reimburse the AGENCY \$2,883.20 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 \$18.02 per square foot x 2 offices x 80%, per year.~~

**Commented [BM6]:** Updated Base

**Commented [BM7]:** Updated Base

~~PO.~~ The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).

~~QP.~~ 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.

~~Q. The COUNTY shall reimburse the AGENCY \$2,667.20 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 \$16.67 per square foot x 2 offices x 80%, per year.~~

~~RR.~~ The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per ~~frontline paramedic unit to offset costs associated with managing the Medic 4 and 3, Medic 106, and Medic 2 paramedic units in the Medic 4 3, Medic 6, and Medic 102 paramedic zones.~~ The total annual reimbursement ~~shall will~~ be ~~\$4060,000~~.

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~~SS.~~ The COUNTY ~~shall will~~ budget ~~\$300240,000~~ annually for paramedic-in-training support. Each of ~~the three (3) EMS/ALS contract agencies~~

~~shall will~~ be allowed two (2) paramedic-in-training \_\_\_\_\_ positions annually 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 ~~shall will~~ reimburse the AGENCY incurring \_\_\_\_\_ the cost for paramedic-in-training. The AGENCY ~~shall will~~ submit the reimbursement claim on \_\_\_\_\_ standard contract reimbursement forms identifying the approved paramedic-in-training \_\_\_\_\_ by name. The AGENCY shall formally notify their ALS partner agencies of any unused \_\_\_\_\_ positions. In the event a position ~~shall will~~ be unused by any ALS agency, the COUNTY shall \_\_\_\_\_ notify the EMS Council. These funds ~~shall will~~ then become available to all Thurston County \_\_\_\_\_ fire agencies for paramedic school support as provided for in EMS Council policy and \_\_\_\_\_ procedure.

The COUNTY shall reimburse the AGENCY \$~~5035~~5,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half ~~shall will~~ not be billed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One ~~Protocol Test and Oral Board~~established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

- ~~II.~~ If the AGENCY employs more than the allotted (9.5) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two~~one~~ (2~~1~~) per medic unit. These \_\_\_\_\_ paramedics are eligible for continuing medical education (CME) funds as allocated reimbursement through the Medic One CME Fund policy and are eligible for 100% OT for attending in-service.

- UU. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic,

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extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

**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 ~~shall~~will not exercise control and direction over the work of the AGENCY and is — interested primarily in the results to be achieved.

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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:

<u>OLYMPIA</u>  <u>1967</u>  <u>1967</u>	THURSTON COUNTY  c/o MEDIC ONE ADMINISTRATOR THURSTON COUNTY MEDIC ONE  2703 PACIFIC AVE SE, SUITE C  OLYMPIA, WA 98501	<u>LACEY FIRE DISTRICT #3</u> <u>CITY OF</u>  c/o FIRE CHIEF <u>1231 FRANZ ST. SE</u> <u>POST OFFICE BOX</u>  <u>LACEY WA 98503</u> <u>OLYMPIA, WA 98507-</u>
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- 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

shall 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 expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein; 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

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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 AM. 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 insurer's 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 and Section XIV.B.3. 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) Willful 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 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 either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each 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 60 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 either party with the mutual consent of the other party, 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. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- 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 close out 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 or either of the two nearest judicial districts pursuant to RCW 36.01.050.

**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: \_\_\_\_\_

DATED: \_\_\_\_\_

~~LACEY FIRE DISTRICT #3~~ CITY OF OLYMPIA  
COMMISSIONERS

BOARD OF COUNTY

\_\_\_\_\_  
CITY MANAGER, Steven J. Burney ~~chairman~~  
ASSISTANT DIRECTOR, Ben Miller-Todd

~~Chair~~ INTERIM

\_\_\_\_\_  
THURSTON COUNTY EMERGENCY SERVICES

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\_\_\_\_\_  
Commissioner

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Commissioner

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Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

~~LACEY FIRE DISTRICT #3~~ CITY CLERK

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

ATTORNEY CITY OF OLYMPIA

\_\_\_\_\_  
JON TUNHEIM  
PROSECUTING ATTORNEY

By: ~~Lacey Fire District #3 Attorney~~ Deputy City Attorney  
Prosecuting Attorney

By: Rick Peters, Deputy

#### 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 for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 4 (station O-4 ) and Medic 10 (station O-2) zones. The COUNTY is required to notify the AGENCY 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 and Medic Units will be considered a COUNTY resource for response and coordination purposes.~~ The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 3," "Medic 6," and "Medic 2." The normal paramedic service area will be the areas known as the "Medic 3 Lacey" zone, "Medic 6 Northeast County," and "Medic 2 Yelm" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 3 (station 3-1 ), Medic 6 (station 3-4), and Medic 2 (station 2-1) zones. The COUNTY is required to notify the AGENCY 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  
and Medic Units will be considered a COUNTY resource for response and coordination  
purposes.~~

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## II. SERVICES

- hours a
- A. The AGENCY shall provide ~~four six~~ (46) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff ~~two free~~ (23) ambulances equipped to furnish emergency medical assistance twenty-four (24) day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. 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 consumption.
  3. AGENCY shall accomplish or coordinate 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 ~~shall 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. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.
  4. The AGENCY shall coordinate 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.

## 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 TUMWATER**~~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**, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; 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)

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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 ~~shall~~<sup>will</sup> 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. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "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-" ~~141~~.B.-1-4 of equipment this Contract shall also apply to any such additional vehicle. Such vehicle and shall also remain the property of the COUNTY.

C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level, and suppression-related training following notification of the COUNTY and coordination with partner agencies. At any given time, only one of seven Medic Units shall be marked as Out Of Service (OOS) in CAD, and for no greater than 4 hours at a time.

C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY shall jointly develop performance measures for ALS Unit responses that shall be monitored six (6) months ending first quarter calendar year 2023. The measured outcomes shall be briefed to the Operations Committee in the second quarter of calendar year 2023 and any performance deficits identified during the evaluation period shall be jointly addressed by the COUNTY and AGENCY within the second quarter of calendar year 2023 in order to bring the established measures in to compliance. Performance measurement shall continue throughout the term of this agreement and any outcome measures outside of established acceptable ranges at the

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end of calendar year 2023 or at any time thereafter for the duration of this contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2023~~4~~. This Contract ~~shall~~<sup>will</sup> terminate on December 31, 2025~~2~~. This agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. 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.

If the AGENCY or the COUNTY's administrative agency for the execution of this agreement (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this agreement directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

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## **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 favor 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 ~~twenty-four~~<sup>thirty-six</sup> (36~~24~~) 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 9.5-medic dual paramedic staffed units known as "~~Medic 3,~~" "~~Medic 6~~<sup>Medic 5,</sup>" and ~~89 percent (89%) of said costs for the~~

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9.5-medical dual paramedic staffed unit known as "Medic 142." The COUNTY shall continuously pay 80%the aforementioned percentages of the — costs for the 9.5-medical dual paramedic staffed units, regardless of whether the position is — currently occupied. Any unfilled paramedic position shallwill be paid at the third paramedic — step with benefits included at the weighted rate.

In addition, the AGENCY shallwill be reimbursed 80 percent (80%) of said costs for up to one (1) Medical Services Officer (MSO) at any rank within the bargaining unit that is currently a Thurston County certified paramedic. Said MSO —shallwill not be counted when calculating the staffing allocation described herein. —Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

Reimbursement for this position will be contingent on deliverables. The deliverables — will be developed jointly with the AGENCY and the COUNTY and approved by the — Director of Medic One prior to the effective date of the contract. For the purposes of — paragraph IV(B) of this Contract cost of "paramedical services" will be limited to the — following:

- 1. SALARIES AND BENEFITS: -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 for the paramedic and MSO personnel in accordance with the formulae listed above.

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 of twenty-seven (27) paramedic personnel plus one MSO

2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 unit: (Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment). The following formula shall be utilized for the Medic 14 unit: (Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment). Overtime in an amount equivalent to six percent (6%) of projected annual base — wages for twenty-seven (27) ALS-certified paramedic personnel (27 — Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).

- 3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability

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overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

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~~Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is reimbursed by a 3<sup>rd</sup> party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY for 80% of the amount received from a 3<sup>rd</sup> party payor.~~

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.34) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy, 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.

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5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the

COUNTY ~~shall will~~ reimburse \_\_\_\_\_ the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a \_\_\_\_\_ ~~semi-annual~~ monthly basis.

- C. 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, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- 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. ~~36~~, 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. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds, and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. 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, no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.  
  
If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must 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 vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. 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.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued 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 shall 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 standards.
- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.
- L. 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%.

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**CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for office space, vehicle storage, and medical supplies, per square foot, based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region, and shall notify the LESSOR of any change and adjust the rate of this contract retroactive to January 1 of the year. The rate shall be calculated for each calendar year of this agreement. This escalation clause solely applies to paragraphs M-O below:

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M. The COUNTY shall reimburse the AGENCY a total of ~~\$9,172.806,585.60~~ 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 setbacks as follows: 392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x ~~\$0.7065~~ per square foot x ~~23~~ vehicles x 12 months. Maximum annual payment is ~~\$9,172.80~~.

Commented [BM1]: Updated Base

Commented [BM2]:  $\$0.65 \times 1.081 = \$0.70$   
8.1% increase from Feb 2021 – Feb 2022 = base for 2023-2025 contract

Commented [BM3]: TFD = 1 frontline and 1 reserve

N. 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 ~~\$1,008.004,872.00~~ annually for ALS supply storage space at ~~two~~ one (12) fire stations. Reimbursement is based on the following formula: 120 square feet x ~~\$0.7065~~ per square foot x 12 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.

Commented [BM4]: Updated Base

Commented [BM5]: Updated Base

O. The COUNTY shall reimburse the AGENCY ~~\$1,441.60~~ annually for fire station office space dedicated for paramedic use, at one (1) fire station. Reimbursement is based on the following formula: 100 square feet x ~~\$18.02~~ per square foot x 1 offices x 80%, per year.

Commented [BM6]: Updated Base

Commented [BM7]: Updated Base

PO. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).

QP. 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.

Q. The COUNTY shall reimburse the AGENCY ~~\$2,667.20~~ 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 ~~\$16.67~~ per square foot x 2 offices x 80%, per year.

RR. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per \_\_\_\_\_ frontline paramedic unit to offset costs associated with

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managing the Medic- ~~53, Medic 6,~~ ~~a~~ and Medic ~~142~~ paramedic units in ~~the Medic 5 and 3, Medic 6, and Medic 142~~ paramedic zones. ~~\_\_\_\_\_~~  
\_\_\_\_\_The total annual reimbursement ~~shall will~~ be \$~~4060~~,000.

~~SS.~~ The COUNTY ~~shall will~~ budget \$~~300210~~,000 annually for paramedic-in-training support. Each of \_\_\_\_\_the three (3) EMS/ALS contract agencies ~~shall will~~ be allowed two (2) paramedic-in-training \_\_\_\_\_positions annually 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 ~~shall will~~ reimburse the AGENCY incurring \_\_\_\_\_the cost for paramedic-in-training. The AGENCY ~~shall will~~ submit the reimbursement claim on \_\_\_\_\_standard contract reimbursement forms identifying the approved paramedic-in-training \_\_\_\_\_by name. The AGENCY shall formally notify their ALS partner agencies of any unused \_\_\_\_\_positions. In the event a position ~~shall will~~ be unused by any ALS agency, the COUNTY shall \_\_\_\_\_notify the EMS Council. These funds ~~shall will~~ then become available to all Thurston County \_\_\_\_\_fire agencies for paramedic school support as provided for in EMS Council policy and \_\_\_\_\_procedure.

The COUNTY shall reimburse the AGENCY \$~~5035~~,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half ~~shall will~~ not be billed. To be eligible for the reimbursement, the AGENCY \_\_\_\_\_must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One ~~Protocol Test and Oral Board~~established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

- ~~IF.~~ If the AGENCY employs more than the allotted (9.5) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two~~one~~ (24) per medic unit. These \_\_\_\_\_paramedics are eligible for continuing medical education (CME) funds as

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allocated  
reimbursement

through the Medic One CME Fund policy and are eligible for 100% OT  
for attending in-service.

- U4. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

**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 ~~shall~~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:

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THURSTON COUNTY	<del>LACEY FIRE DISTRICT #3</del> FIRE CHIEF
c/o MEDIC ONE ADMINISTRATOR	<del>c/o FIRE CHIEF</del> TUMWATER FIRE
<u>DEPARTMENT</u>	
THURSTON COUNTY MEDIC ONE	<del>1231 FRANZ ST. SE</del> 555 ISRAEL ROAD SW
2703 PACIFIC AVE SE, SUITE C	<del>LACEY WA 98503</del> TUMWATER, WA
<u>98502</u>	
OLYMPIA, WA 98501	

- 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 ~~shall~~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 expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:~~  
~~The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:~~

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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 AM. 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 insurer's 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 and Section XIV.B.3. 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) Willful 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 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 either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each 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 60 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 either party with the mutual consent of the other party, 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. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- 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 close out 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 or either of the two nearest judicial districts pursuant to RCW 36.01.050.

**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: \_\_\_\_\_

DATED: \_\_\_\_\_

~~LACEY FIRE DISTRICT #3~~ CITY OF TUMWATER  
COMMISSIONERS

BOARD OF COUNTY

~~Mayor~~ Chairman

Chair

~~Commissioner~~

~~Commissioner~~

~~Commissioner~~

~~Commissioner~~

~~Commissioner~~

~~Commissioner~~

ATTEST:

ATTEST:

~~LACEY FIRE DISTRICT #3~~ CLERK CITY OF TUMWATER  
Board

~~\_\_\_\_\_~~ Clerk of the

APPROVED AS TO FORM:

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INTERGOVERNMENTAL EMS CONTRACT

~~LACEY FIRE DISTRICT #3 2021-2022~~ CITY OF TUMWATER 2023-2025

JON TUNHEIM  
PROSECUTING ATTORNEY

By: ~~Lacey Fire District #3 Attorney~~ Karen Kirkpatrick, City Attorney  
Deputy Prosecuting Attorney

By: Rick Peters,

#### 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 area will be the areas known as the "Medic 5 Tumwater" zone and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1) and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY 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 and Medic Units will be considered a COUNTY resource for response and coordination purposes. The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 3," "Medic 6," and "Medic 2." The normal paramedic service area will be the areas known as the "Medic 3 Lacey" zone, "Medic 6 Northeast County," and "Medic 2 Yelm" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 3~~

~~(station 3-1), Medic 6 (station 3-4), and Medic 2 (station 2-1) zones. The COUNTY is required to notify the AGENCY 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 and Medic Units will be considered a COUNTY resource for response and coordination purposes.~~

## II. SERVICES

A. The AGENCY shall provide ~~four (4)~~<sup>six (6)</sup> Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff ~~two (2)~~<sup>three (3)</sup> ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. 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 consumption.
3. AGENCY shall accomplish or coordinate 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 ~~shall~~<sup>will</sup> 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. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.
4. The AGENCY shall coordinate 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.

**THURSTON COUNTY MEDIC ONE  
SURPLUS VEHICLE DISPOSAL ASSIGNMENT MATRIX**

APPLICANT	DATE REQUEST RECEIVED	TOTAL POINTS	LAST VEHICLE REC'D	AGENCY TYPE	CALL VOLUME	ADD OR REPLACE?	COMMENTS
			< 5 yrs = 0 5 - 10 yrs = 1 > 10 yrs = 2 None = 3	Transport Agency = 2 EMS = 1 Other = 0	> 1000 = 2 < 1000 = 1	Maintain svc = 2 New svc = 1 Reserve or b/u = 0	

**CURRENT**

8/25/2022

TFD	6/13/2022	8	2	2	2	2	
FD9	7/14/2022	7	1	2	2	2	
FD12	6/8/2022	7	2	1	2	2	
FD17	5/9/2022	6	1	2	1	2	
FD3	5/16/2022	6	1	2	2	1	
		0					
		0					
		0					

**RECENT SURPLUSSED**

		0					
		0					
		0					
		0					
		0					

1. Operations Committee will establish a list of potential recipients every spring or as needed for vehicle and associated equipment distribution.
2. Operations Committee will rank the recipients using the matrix above.
3. Ties will be decided for the requester that has never received a surplus vehicle or if the tied agencies have all received a surplus vehicle, the agency that has gone the longest since receiving such will be awarded the preference.
4. Operations Committee may consider special requests outside of this matrix in special circumstances as agreed upon at the time by the Committee.
5. Final approval of any distribution will come from the Emergency Medical Services Council.
6. List shall be in effect for 3 years from the date it is created.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** relating to the disposal of surplus Medic One equipment to all other Fire Agencies within Thurston County, Fire Agencies within West Region Emergency Medical Services (WREMS) region, and any government agency within the State of Washington:

**WHEREAS**, it has come to the attention of the Board of County Commissioners of Thurston County that Medic One is in possession of surplus personal property unnecessary to the current needs of the County; and

**WHEREAS**, pursuant to TCC Section 2.104.140, the Board of County Commissioners may dispose of surplus county property to another governmental agency; and

**WHEREAS**, the EMS Council shall first recommended that Medic One be authorized to surplus equipment and all other medical equipment no longer useful to Medic One to any eligible Thurston County Fire Agency, second to any Fire Service Agency within the West Region Emergency Medical Services (WREMS) region, and third to any other government agency in the State of Washington.

**WHEREAS**, the Board of County Commissioners of Thurston County have determined that delivery of emergency medical services shall be improved by disposing of certain surplus equipment to local, regional, or state Agencies in need of EMS equipment and said disposal of surplus property is in the best interests of the citizens of Thurston County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY, STATE OF WASHINGTON, as follows:**

Thurston County Emergency Services Director, or their designee, is hereby authorized to negotiate and sign an interlocal agreement with the aforementioned Agencies, transferring ownership of surplus equipment in accordance with Thurston County regulation and state law.

ADOPTED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:  
JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
By: Rick Peters  
Dep. Prosecuting Attorney

\_\_\_\_\_  
Commissioner

# Medic One Budget 2022 Budget vs Actuals SUMMARY

## 2<sup>nd</sup> Qtr

Jan-June 2022				
Description	Budget	YTD Expended	Available	Used
ADMIN	\$ 901,786*	\$ 261,367	\$ 640,419	29%
ALS	\$ 12,870,726*	\$ 4,725,180	\$ 8,145,546	37%
BLS	\$ 2,484,621*	\$ 1,117,680	\$ 1,366,941	45%
IT	\$ 705,898*	\$ 280,169	\$ 425,729	40%
ER&R	\$ 358,152	\$ 0	\$ 358,152	.0%
<b>TOTAL</b>	<b>\$ 17,321,183</b>	<b>\$ 6,384,396</b>	<b>\$ 10,936,787</b>	<b>37%</b>

### Key NOTE:

Throughout each division detailed budget reports, you will see zero budget line items with expenses. These expenses are COVID19 related. Medic One will seek reimbursement for these costs if an opportunity to do so comes up.

\*indicates a change in budget due to an amendment or a transfer in budget authority to another ORG.

### ADMIN

Overall budget is 29% expended.

- 1290C411/510000 Wages/Benefits 27%  
This line is underspent due to the ES Director's time being charged to PHSS.
- 1290C412/542000 Communication 61%  
Anticipating coming in on budget at year end.
- 1290C412/592003 Postage 16.5%  
These expenses are variable and based on actual costs.
- 1290C412/592004 Long Distance 4.9%  
This is an internal service cost expense and is projected to come in on budget.

### ALS

Overall budget is 37% expended

- 11290C421/510000 Wages/Benefits 27%  
This line is underspent due to two vacant positions (1 FTE-ALS Training Coordinator and .50FTE Quality Improvement Coordinator)
- 1290C422/all lines Supplies, equipment, travel avg .30%  
Savings for supplies, equipment and travel that are budgeted for the ALS training Coordinator and Quality Improvement Coordinator positions. These positions are currently vacant.
- 1290C424/ 543000&549005 Travel & Misc training avg 11.8%  
Reduced travel due to virtual conference. Increased utilization for training throughout the year.
- 1290C425/541000 Professional services avg 37%  
Invoices in this line item run behind. Projected to be within 2% of budget by year end.
- 1290C428/all lines Small tools/minor equip, communications etc... 40%  
Projecting to be on target by year end.

## **BLS**

Overall budget is 45% expended.

- 1290C441/ 510000:527000 Salaries/Benefits 34%  
This line is underspent due to two vacant positions (1 FTE Senior EMS Instructor and .50 FTE Quality Improvement Coordinator)
- 1290C442/all line items Supplies, equipment, travel avg 4.2%  
Projected to come in under budget at year end due to expenses budgeted for vacant positions.
- 1290C445/all line items Supplies, extra help, prof svcs etc.. 36% avg  
These costs are for Fall EMT courses and the online platform for ongoing training and annual expenses. (Lexapol) This is projected to be on budget at year end.
- 1290C480/all lines Extra help, Supplies, Small tools 34%  
Limited supplies needed for CPR this year-increasing utilization will increase supply needs.
- 1290C485/516000 BLS Support extra help 100%  
This expense represents an agreement with Lacey to use BLS funds to pay for extra help employee for a temporary special project.
- 1290C485/542000 Communications 160%  
GlobalStar expenses will be moved to IT. (approximately \$1,486.78).

## **IT**

- 1290C462/531000 Supplies 5%  
Supplies will be purchased in 3<sup>rd</sup> and 4<sup>th</sup> quarter.
- 1290C462/535000 Small tools & minor equip 100%  
No budget but has minimal expense (\$171.00)
- 1290C463/531000 Supplies 87%  
Batteries were purchased earlier this year but were not anticipated to come out of this line item. Savings in other line items will occur to accommodate this expense.
- 1290C463/535000 Small tools and minor equipment 91%  
Projected to be within budget at year end.
- 1290C463/542000 Communications 14%  
Verizon line migrations taking longer than expected.

## **ER&R**

Overall budget is 0% expended.

**MEDIC ONE ADMIN BUDGET**  
**Jan-Jun 2022 Budget vs Actuals**

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
1290C400	549000		MISCELLANEOUS	0	14,844	0.00	14,844	0.00
1290C400	591013		IF LEAVE BUY OUT CHARGE	3,069	0	0.00	0	0.00
1290C400			Total 1290C400 29 MEDIC 1 REVENUE	3,069	14,844	0.00	14,844	0.00
<b><u>BUILDING REPAIRS</u></b>								
1290C401	591011		IF PROF SVS-IT APP RESERVES	40,759	40,759	20,379.48	20,380	50.00
Sub total Building Repairs				40,759	40,759	20,379.48	20,380	50.00
<b><u>ADMIN WAGES &amp; BENEFITS</u></b>								
1290C411	510000		SALARIES	279,622	279,622	71,239.27	208,383	25.50
1290C411	521000		BENEFITS	77,578	77,578	25,216	52,362	33.00
Sub total Wages & Benefits				357,200	357,200	96,455.36	260,745	27.00
<b><u>ADMIN M&amp;O</u></b>								
1290C412	531000		SUPPLIES	10,675	10,675	2,789.91	7,885	26.10
1290C412	535000		SMALL TOOLS & MINOR EQUIPMENT	3,899	3,899	0.00	2,172	44.30
1290C412	541000		PROFESSIONAL SERVICES	174,500	174,500	0.00	174,500	0.00
1290C412	542000		COMMUNICATIONS	10,500	10,500	6,403.32	4,097	61.00
1290C412	543000		TRAVEL	4,500	4,500	0.00	4,500	0.00
1290C412	548000		REPAIRS & MAINTENANCE	8,827	8,827	3,703.96	5,123	42.00
1290C412	549000		MISCELLANEOUS	2,000	2,000	89.58	1,748	12.60
1290C412	549005		MISC-PARTICIPANT-OTHER TRAING	2,000	2,000	0.00	2,000	0.00
1290C412	575000		CAP LEASES/INSTALL PURCHASES	4,532	4,532	1,892.98	2,639	41.80
1290C412	583000		INTEREST-LONG TERM EXT DEBT	381	381	83.30	298	21.90
1290C412	591001		IF PROF SVS-RECORDS	1,824	1,824	912.00	912	50.00
1290C412	591002		IF PROF SRVCS-IT	65,173	65,173	32,586.48	32,587	50.00
1290C412	591003		IF PROF SVS-INFRASTRUCTURE	4,352	4,352	2,176.02	2,176	50.00
1290C412	591008		IF-PROF SVS-GEODATA	25,322	25,322	12,661.02	12,661	50.00
1290C412	591010		IF PROF SVS-BENEFITS ADMININ	2,677	2,677	1,338.48	1,339	50.00
1290C412	591012		IF PROF SVS-CO WIDE SVS	21,372	21,372	10,686.00	10,686	50.00
1290C412	591013		IF LEAVE BUY OUT CHARGE	0	3,069	1,534.50	1,535	50.00
1290C412	592001		IF COMMUNICATIONS-PHONE	981	981	490.50	491	50.00
1290C412	592002		IF COMMUNICATIONS-MAILROOM	2,149	2,149	1,074.48	1,075	50.00
1290C412	592003		IF COMMUNICATIONS-POSTAGE	700	700	115.49	585	16.50
1290C412	592004		IF COMM-LONG DISTANCE	8,377	8,377	407.81	7,969	4.90
1290C412	595001		IF OP RENTALS-CO OWNED	33,246	33,246	16,623.00	16,623	50.00
1290C412	595005		IF CUSTODIAL	17,735	17,735	8,867.28	8,868	50.00
1290C412	595006		IF UTILITIES	19,488	19,488	9,744.00	9,744	50.00
1290C412	598001		IF BUILDING RESERVES	60,704	60,704	30,352.02	30,352	50.00
Sub total M&O				485,914	488,983	144,532.13	342,561	29.90
Expense Total				886,942	901,786	261,366.97	638,529	29.20

ORGS: 1290C421:1290C429

**Medic One ALS Budget**  
**Jan-Jun 2022 Budget vs Actuals**

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
<b><u>ALS WAGES/BENEFITS</u></b>								
1290C421	510000		SALARIES/BENEFITS	414,147	414,147	111,816.04	302,331	27.00
1290C421	531000		SUPPLIES	800	0	0	0	0.00
1290C421	535000		SMALL TOOLS & MINOR EQUIP	540	0	0	0	0.00
1290C421	541000		PROFESSIONAL SERVICES	600	0	0	0	0.00
1290C421	543000		TRAVEL	500	0	0	0	0.00
1290C421	599526		O/T IT RESERVE	5,600	0	0	0	0.00
Sub total Wages & Benefits				422,187	414,147	111,815.60	302,331	27.00
<b><u>ALS M&amp;O</u></b>								
1290C422	531000		SUPPLIES	2,000	2,800	0.00	2,800	0.00
1290C422	535000		SMALL TOOLS & MINOR EQUIPMENT	0	540	0.00	540	0.00
1290C422	541000		PROFESSIONAL SERVICES	0	600	0.00	600	0.00
1290C422	543000		TRAVEL	6,000	6,500	0.00	6,500	0.00
1290C422	548000		REPAIRS & MAINTENANCE	500	500	60.18	440	12.00
1290C422	549000		MISCELLANEOUS	500	500	0.00	500	0.00
1290C422	549005		MISC-PARTICIPANT-OTHER TRAINING	1,000	1,000	0.00	1,000	0.00
1290C422	599526		O/T-IT RESERVE	0	5,600	0.00	5,600	0.00
Sub total M&O				10,000	18,040	60.18	17,980	0.30
<b><u>ALS TRAINING/TRAVEL (Paramedic)</u></b>								
1290C424	543000		TRAVEL	32,500	32,500	0.00	32,500	0.00
1290C424	549005		MISC-PARTICIPANT-OTHER TRAINING	27,625	27,625	7,065.68	20,559	25.60
Sub total Training/Travel				60,125	60,125	7,065.68	53,059	11.80
<b><u>ALS CONTRACT SUPPORT</u></b>								
1290C425	541000		PROFESSIONAL SERVICES	9,750,000	10,500,000	3,949,863.72	6,550,136	37.60
1290C425	541000	29OOT	PROFESSIONAL SERVICES	0	0	790.57	-791	100.00
1290C425	541000	29VEB	PROFESSIONAL SERVICES	0	0	14,994.00	-14,994	100.00
1290C425	541000	CWC01	PROFESSIONAL SERVICES	0	0	20.00	-20	100.00
1290C425	545000		OPERATING LEASES/RENTALS	75,000	75,000	17,682.54	57,317	23.60
1290C425	545000	CW019	OPERATING LEASES/RENTALS	97,000	97,000	0.00	97,000	0.00
1290C425	546000		INSURANCE	130,000	130,000	0.00	130,000	0.00
Sub total Contract Support				10,052,000	10,802,000	3,983,350.83	6,818,649	36.90

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
<b>ALS SUPPORT</b>								
1290C428	531000		SUPPLIES	70,000	70,000	22,049.37	47,951	31.50
1290C428	531003		SUPPLIES-UNIFORMS/CLOTHING	30,000	30,000	549.32	29,451	1.80
1290C428	531012		SUPPLIES-MEDICAL	400,000	380,000	190,686.66	189,313	50.20
1290C428	531012	CWC01	SUPPLIES-MEDICAL	0	0	3,711.47	-3,711	100.00
1290C428	531014		SUPPLIES-DRUGS/PHARMACEUTICALS	175,000	150,000	69,614.05	80,386	46.40
1290C428	532000		FUEL CONSUMED	75,000	75,000	32,506.98	42,493	43.30
1290C428	532000	A112A	FUEL CONSUMED	0	0	217.57	-218	100.00
1290C428	535000		SMALL TOOLS & MINOR EQUIPMENT	60,000	60,000	3,194.91	56,805	5.30
1290C428	541000		PROFESSIONAL SERVICES	150,000	150,000	43,830.20	106,170	29.20
1290C428	541009		PROF SVS-ADVERTISING	20,000	20,000	732.50	19,268	3.70
1290C428	542000		COMMUNICATIONS	10,000	5,000	17.49	4,983	0.30
1290C428	545000		OPERATING LEASES/RENTALS	0	45,000	11,764.03	33,236	26.10
1290C428	548000		REPAIRS & MAINTENANCE	65,000	65,000	26,811.73	38,188	41.20
1290C428	548003		REPAIRS/MAINT-LABOR	180,000	180,000	50,043.84	129,956	27.80
1290C428	549000		MISCELLANEOUS	20,000	20,000	4,770.55	15,229	23.90
1290C428	549000	CWC01	MISCELLANEOUS	0	0	190.00	-190	100.00
1290C428	591004		IF PROF SVS-INDIRECT COSTS	301,610	301,610	150,805.02	150,805	50.00
1290C428	592003		IF COMMUNICATIONS-POSTAGE	0	0	40.15	-40	100.00
1290C428	593001		IF SUPPLIES-FUEL	1,000	1,000	0.00	1,000	0.00
1290C428	595000		IF OPERATING RENTALS	600	600	0.00	600	0.00
1290C428	596000		IF INSURANCE SERVICES	22,704	22,704	11,351.52	11,352	50.00
1290C428	598002		IF REPAIRS/MAINT-OTHER	500	500	0.00	500	0.00
Sub total ALS Support				1,581,414	1,576,414	622,887.36	953,527	39.50
Expense Total				12,125,726	12,870,726	4,725,179.65	8,145,546	36.70



**Medic One BLS Budget**  
**Jan-Jun 2022 Budget vs Actuals**

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
<b><u>BLS WAGES/BENEFITS</u></b>								
1290C441	510000		SALARIES/BENEFITS	592,713	592,713	202,439.52	390,274	34.15
1290C441	531000		SUPPLIES	1,300	0	0	0	0.00
1290C441	535000		SMALL TOOLS & MINOR EQUIP	540	0	0	0	0.00
1290C441	541000		PROFESSIONAL SERVICES	600	0	0	0	0.00
1290C441	543000		TRAVEL	1,200	0	0	0	0.00
1290C441	599526		O/T IT RESERVE	2,800	0	0	0	0.00
Sub total Wages/Benefits				599,153	592,713	202,439.17	390,274	34.15
<b><u>BLS M&amp;O</u></b>								
1290C442	531000		SUPPLIES	200	1,500	0.00	1,500	0.00
1290C442	535000		SMALL TOOLS & MINOR EQUIPMENT	0	540	0.00	540	0.00
1290C442	541000		PROFESSIONAL SERVICES	0	600	0.00	600	0.00
1290C442	542000		COMMUNICATIONS	1,000	1,000	0.00	1,000	0.00
1290C442	543000		TRAVEL	5,000	6,200	0.00	6,200	0.00
1290C442	548000		REPAIRS & MAINTENANCE	3,000	3,000	601.64	2,398	20.10
1290C442	549000		MISCELLANEOUS	250	250	129.96	120	52.00
1290C442	549005		MISC-PARTICIPANT-OTHER TRAINING	1,500	1,500	0.00	1,500	0.00
1290C442	592003		IF COMMUNICATIONS-POSTAGE	0	0	35.49	-35	100.00
1290C442	593000		IF SUPPLIES	500	500	0.00	500	0.00
1290C442	598000		IF REPAIRS/MAINT	500	500	0.00	500	0.00
1290C442	599526		O/T-IT RESERVE	0	2,800	0.00	2,800	0.00
Sub total M&O				11,950	18,390	767.09	17,623	4.20
<b><u>TRAINING SUPPORT</u></b>								
1290C445	510000		SALARIES	0	0	1,248.61	-1,249	100.00
1290C445	510000	A112A	SALARIES	0	0	420.47	-420	100.00
1290C445	516000		EXTRA HELP	124,545	124,545	30,662.75	93,882	24.60
1290C445	516000	A112A	EXTRA HELP	0	50,000	13,907.70	36,092	27.80
1290C445	521000		SOCIAL SECURITY	0	0	2,441.42	-2,441	100.00
1290C445	521000	A112A	SOCIAL SECURITY	0	0	1,095.95	-1,096	100.00
1290C445	522000	A112A	RETIREMENT	0	0	43.10	-43	100.00
1290C445	523000	A112A	MEDICAL/DENTAL/LIFE	0	0	59.09	-59	100.00
1290C445	524000		WORKERS COMPENSATION	0	0	1,965.60	-1,966	100.00
1290C445	524000	A112A	WORKERS COMPENSATION-L&I	0	0	953.44	-953	100.00
1290C445	525000		UNEMPLOYMENT COMPENSATION	0	0	95.72	-96	100.00
1290C445	525000	A112A	UNEMPLOYMENT COMPENSATION	0	0	42.95	-43	100.00
1290C445	526000		PAID FAMILY MEDICAL LEAVE	0	0	51.31	-51	100.00
1290C445	526000	A112A	PAID FAMILY MEDICAL LEAVE	0	0	23.05	-23	100.00
1290C445	527000	A112A	LONG TERM DISABILITY	0	0	2.40	-2	100.00

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
<b><u>TRAINING SUPPORT CONT'D</u></b>								
1290C445	531000		SUPPLIES	25,000	23,000	17,847.66	5,152	77.60
1290C445	535000		SMALL TOOLS & MINOR EQUIPMENT	3,200	3,200	791.08	2,409	24.70
1290C445	541000		PROFESSIONAL SERVICES	116,163	116,163	25,423.37	90,740	21.90
1290C445	541000	A112A	PROFESSIONAL SERVICES	0	0	7,436.19	-7,436	100.00
1290C445	543000		TRAVEL	3,000	3,000	0.00	3,000	0.00
1290C445	545000		OPERATING LEASES/RENTALS	2,000	4,000	2,000.00	2,000	50.00
1290C445	548000		REPAIRS & MAINTENANCE	1,500	1,500	0.00	1,500	0.00
1290C445	549000		MISCELLANEOUS	35,000	35,000	22,061.91	12,938	63.00
1290C445	549005		MISC-PARTICIPANT-OTHER TRAING	1,050	1,050	0.00	1,050	0.00
Sub total BLS Training				311,458	361,458	128,573.77	232,884	35.60
<b><u>CPR PIE</u></b>								
1290C480	516000		EXTRA HELP	79,198	79,198	28,713.75	50,484	36.30
1290C480	521000		SOCIAL SECURITY	0	0	2,196.72	-2,197	100.00
1290C480	524000		WORKERS COMPENSATION-L&I	0	0	1,468.45	-1,468	100.00
1290C480	525000		UNEMPLOYMENT COMPENSATION	0	0	86.24	-86	100.00
1290C480	526000		PAID FAMILY MEDICAL LEAVE	0	0	46.24	-46	100.00
1290C480	531000		SUPPLIES	6,402	6,402	278.82	6,123	4.40
1290C480	535000		SMALL TOOLS & MINOR EQUIPMENT	1,000	1,000	0.00	1,000	0.00
1290C480	541000		PROFESSIONAL SERVICES	34,732	34,732	15,154.93	19,577	43.60
1290C480	541009		PROF SVS-ADVERTISING	1,250	1,250	0.00	1,250	0.00
1290C480	548000		REPAIRS & MAINTENANCE	300	300	60.15	240	20.10
1290C480	549000		MISCELLANEOUS	18,000	18,000	196.92	17,803	1.10
1290C480	591000		IF PROFESSIONAL SERVICES	2,000	2,000	0.00	2,000	0.00
Sub total CPR PIE				142,882	142,882	48,202.22	94,680	33.70
<b><u>BLS SUPPORT</u></b>								
1290C485	516000		EXTRA HELP	0	0	9,087.50	-9,088	100.00
1290C485	521000		SOCIAL SECURITY	0	0	695.23	-695	100.00
1290C485	524000		WORKERS COMPENSATION-L&I	0	0	716.48	-716	100.00
1290C485	525000		UNEMPLOYMENT COMPENSATION	0	0	27.27	-27	100.00
1290C485	526000		PAID FAMILY MEDICAL LEAVE	0	0	14.60	-15	100.00
1290C485	531000		SUPPLIES	543,107	655,107	139,510.70	515,596	0.21
1290C485	535000		SMALL TOOLS & MINOR EQUIPMENT	47,500	47,500	0.00	47,500	0.00
1290C485	541000		PROFESSIONAL SERVICES	867,922	647,922	556,803.08	91,119	85.90
1290C485	541000	29BUC	PROFESSIONAL SERVICES	0	0	3,213.81	-3,214	100.00
1290C485	541000	29FD3	PROFESSIONAL SERVICES	0	0	3,300.00	-3,300	100.00
1290C485	541000	29OLY	PROFESSIONAL SERVICES	0	0	9,800.00	-9,800	100.00
1290C485	541009		PROF SVS-ADVERTISING	4,988	4,988	62.50	4,926	1.30
1290C485	542000		COMMUNICATIONS	1,061	1,061	1,696.67	-636	159.90
1290C485	542000	29F12	COMMUNICATIONS	0	0	3,104.36	-3,104	100.00
1290C485	542000	29FD6	COMMUNICATIONS	0	0	801.57	-802	100.00
1290C485	542000	29TUM	COMMUNICATIONS	0	0	2,182.70	-2,183	100.00
1290C485	545000		OPERATING LEASES/RENTALS	0	0	5,598.26	-5,598	100.00
1290C485	549000		MISCELLANEOUS	12,000	12,000	1,083.08	10,917	9.00
1290C485	595000		IF OPERATING RENTALS	600	600	0.00	600	0.00
Sub total BLS Support				1,477,178	1,369,178	737,697.81	631,480	53.90
Expense Total				2,542,621	2,484,621	1,117,680.06	1,366,941	45.00

ORGS: 1290C461:1290C463

**MEDIC ONE DATA SUPPORT (IT)**  
**Jan-Jun 2022 Budget vs Actuals**

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
<b><u>IT WAGES/BENEFITS</u></b>								
1290C461	510000		SALARIES	155,190	155,190	69,947.21	85,243	45.10
1290C461	513000		ON CALL/CALL OUT PAY	0	0	3,841.75	-3,842	100.00
1290C461	515000		OVERTIME	20,000	20,000	0.00	20,000	0.00
1290C461	516000		EXTRA HELP	10,000	10,000	0.00	10,000	0.00
1290C461	521000		BENEFITS	50,260	50,260	24,302	25,958	48.00
Sub total Wages/Benefits				235,450	235,450	98,091.03	137,359	41.70
<b><u>IT M&amp;O</u></b>								
1290C462	531000		SUPPLIES	1,000	1,000	50.51	949	5.10
1290C462	535000		SMALL TOOLS & MINOR EQUIPMENT	0	0	171.06	-171	100.00
1290C462	543000		TRAVEL	8,000	6,500	3,857.22	2,643	59.30
1290C462	548000		REPAIRS & MAINTENANCE	1,000	1,000	0.00	1,000	0.00
1290C462	549000		MISCELLANEOUS	1,000	1,000	45.56	954	4.60
1290C462	549005		MISC-PARTICIPANT-OTHER TRAINING	2,000	3,500	2,298.00	1,202	65.70
Sub total M&O				13,000	13,000	6,422.35	6,578	49.40
<b><u>IT DATA SYSTEM</u></b>								
1290C463	531000		SUPPLIES	0	19,448	16,847.60	2,600	86.60
1290C463	535000		SMALL TOOLS & MINOR EQUIPMENT	30,000	35,000	31,789.88	3,210	90.80
1290C463	541000		PROFESSIONAL SERVICES	15,000	10,000	0.00	10,000	0.00
1290C463	542000		COMMUNICATIONS	37,600	150,600	20,504.43	130,096	13.60
1290C463	548000		REPAIRS & MAINTENANCE	228,400	228,400	106,463.32	121,937	46.60
1290C463	549000		MISCELLANEOUS	16,600	14,000	50.00	13,950	0.40
Sub total Data System				327,600	457,448	175,655.23	281,792	38.40
Expense Total				576,050	705,898	280,168.61	425,729	39.70

Org: 1290C493

**MEDIC ONE ER&R**  
**Jan-Jun 2022 Budget vs Actuals**

ORG	OBJECT	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
1290C493	535000		SMALL TOOLS & MINOR EQUIPMENT	42,768	42,768	0.00	42,768	0.00
1290C493	564000		MACHINERY & EQUIPMENT	332,232	315,384	0.00	315,384	0.00
Total Equip Replacement				375,000	358,152	0.00	358,152	0.00
Expense Total				375,000	358,152	0.00	358,152	0.00

**PROFESSIONAL SERVICES  
CONTRACT THURSTON COUNTY  
WASHINGTON**

**and**

**OLYMPIA EMERGENCY SERVICES PROFESSIONAL LIMITED LIABILITY  
COMPANY AMENDMENT NO. 2**

This CONTRACT AMENDMENT is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter referred to as "**COUNTY**," and Olympia Emergency Services PLLC, hereinafter referred to as "**OES**".

In consideration of the terms, conditions, covenants, and performance contained herein, the parties agree that the Contract executed on February 1<sup>st</sup>, 2020 shall be amended as follows:

**EXHIBIT I**  
**SCOPE OF SERVICES**

**I.** The services listed below shall be all of the services provided by the MPD, or MPD Delegate, as the Medical Program Director for the duration of this Contract ("Services"):

**A.** The MPD ~~shall~~ dedicate eight (8) hours per week for three (3) weeks of each month that are scheduled published and published at least thirty (30) days in advance. The eight (8) hours a week are conducted during normal office hours at the Medic One location. The remaining hours each month, a minimum of twelve (12) and a maximum of eighteen (18), can be completed anytime during the calendar month in conjunction with accomplishing MPD duties. Additional hours, mutually agreed upon by the MPD and the Medic One Director, can be scheduled for unusual circumstances that require the MPD to work more than the forty-two (42) hours allotted in the month. Additionally, the MPD may appoint MPD Delegate(s), here forth referred to as "MPDD," that have been mutually agreed upon with the Medic One Director. The MPDD(s) shall coordinate with the MPD to cover one (1) additional dedicated eight (8) hours per week, when staffing permits, during normal office hours. The aggregate of the MPDD(s) billable monthly hours shall not exceed sixty-four (42) per month. Additional hours, mutually agreed upon by the MPDD(s), MPD, and the Medic One Director, can be scheduled for unusual circumstances that require the MPD and MPDD(s) to work more than the one hundred and six (84) hours allotted in the month.

**B.** The MPD will perform the duties of an approved Emergency Medical Services Medical Program Director (MPD), as defined in the Revised Code of Washington and the Washington Administrative Code (WAC). As defined by WAC 246-976-010(47)(a) and (b), the MPD may appoint an MPDD to whom they may delegate duties not otherwise defined in WAC 246-976-920(4). For the purposes of Exhibit I, all "MPD" tasks listed in the Scope Of Services may be delegated to an MPDD where not otherwise reserved solely for the MPD by the Revised Code of Washington and the Washington Administrative Code.

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**EXHIBIT II**  
**COMPENSATION**

B- 1. The MPD's, or MPDD's, compensation under this Contract, which is described in Section III - Compensation of the Contract is set forth as Two Hundred Sixteen and 30/100 Dollars (\$216.30) per hour, and not to exceed \$218,030.40 over a 12-month period.

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Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor: \_\_\_\_\_ Department of Emergency Services/Medic One  
Olympia Emergency Services PLLC \_\_\_\_\_ Thurston County, Washington

~~Department of Emergency Services/Medic One Thurston County, Washington~~

\_\_\_\_\_  
~~Kurt Hardin; Ben Miller-Todd,~~  
~~Interim Assistant Director of~~ -Emergency Services  
~~Director~~

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APPROVED AS TO FORM:

JON TUNHEIM  
Prosecuting Attorney

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\_\_\_\_\_  
BY: RICK PETERS  
Deputy Prosecuting Attorney

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**PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY WASHINGTON  
and  
OLYMPIA EMERGENCY SERVICES PROFESSIONAL LIMITED LIABILITY COMPANY  
AMENDMENT NO. 1**

This CONTRACT AMENDMENT is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter referred to as "**COUNTY**," and Olympia Emergency Services PLLC, hereinafter referred to as "**OES**".

In consideration of the terms, conditions, covenants, and performance contained herein, the parties agree that the Contract executed on February 1, 2020, shall be amended as follows:

**II. DURATION OF CONTRACT**


Duration of Contract shall be amended to read as follows:

A. The services provided under the original Contract shall be extended by mutual agreement for the period of February 1, 2022 thru January 31, 2024. All other conditions shall remain in full force and effect.

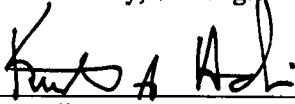
Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract remain in full force and effect.

Executed this 13 day of December, 2021.

Contractor:  
Olympia Emergency Services PLLC


  
Adam Fox

Department of Emergency Services/Medic One  
Thurston County, Washington

  
Kurt Hardin, Emergency Services Director

APPROVED AS TO FORM:

JON TUNHEIM  
Prosecuting Attorney

  
BY: RICK PETERS  
Deputy Prosecuting Attorney

**PROFESSIONAL SERVICES CONTRACT  
COUNTY OF THURSTON  
and  
OLYMPIA EMERGENCY SERVICES PLLC**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into on this 1st day of February, 2020, by and between the County of Thurston, a municipality in the state of Washington, hereinafter referred to as the "County", and Olympia Emergency Services PLLC, a Washington professional limited liability company, hereinafter referred to as "OES".

**RECITALS**

**WHEREAS**, the County desires to enter into a contractual relationship for the services of a Medical Program Director ("MPD") for the Thurston County Medic One System that will assist the statutory MPD with duties as provided for in Chapter 18.71 RCW, Chapter 246-976 WAC; and

**WHEREAS**, OES has qualified physicians that possess sufficient skills and expertise to perform the services identified in this Contract.

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

**AGREEMENT**

**I. SERVICES**

A. The OES shall nominate one (1) physician that meets the MPD criteria for consideration by the Thurston County Emergency Medical Services ("EMS") Council. The EMS Council shall recommend the physician as the MPD candidate to the Washington State Department of Health, Office of Emergency Medical Services and Trauma System, (hereinafter referred to as "State DOH") for consideration as the MPD for Thurston County. This Contract is contingent upon the recommended physician being appointed as the MPD by the State DOH. Only one physician can serve as the MPD, appointed by the State DOH. OES is only required to nominate one (1) candidate for the MPD position and if that individual is not selected as the MPD, OES can either submit another candidate or serve notice to terminate the Contract pursuant to Section X of this Contract.

B. The MPD shall perform the Services as set forth in Exhibit I - Section I, attached hereto and incorporated by this reference.

C. The County shall provide the services as set forth in Exhibit I - Section II, attached hereto and incorporated by this reference.

D. The MPD shall work under the direction and guidance of the Emergency Services Director, hereinafter referred to as the "Medic One Director," as related to MPD duties and responsibilities.



## **II. DURATION OF CONTRACT**

A. The MPD shall provide the Services under this Contract for a period of two (2) years beginning February 1, 2020 and terminating January 31, 2022.

B. After two (2) years, this Contract may be extended upon mutual agreement between the parties for an additional two (2) years with a three percent (3%) hourly cost increase.

C. This Contract may be extended or terminated upon mutual agreement between the parties heretofore and pursuant to the terms and conditions of this Contract.

## **III. COMPENSATION**

A. The County shall pay OES for the Services performed hereunder, based upon mutually agreed rates contained in Exhibit II, which is attached hereto and incorporated herein by reference.

B. Payment shall be made available by the tenth (10<sup>th</sup>) day of the month and released to OES upon submission of monthly reports as referenced under Section XII and Exhibit III of this Contract, following the month in which the Services were provided.

## **IV. AMENDMENTS TO CONTRACT**

The County may, from time to time, request changes in the Services of the MPD to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and OES shall be incorporated in written amendment to this Contract.

## **V. RELATIONSHIP OF THE PARTIES**

A. The parties intend to create a working relationship under this Contract consistent with Washington State law and administrative rules governing the role of the MPD as an independent contractor. No agent, employee, servant or representative of the MPD shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the MPD, if any, are not entitled to any of the benefits the County provides for County employees.

B. In the performance of the Services herein contemplated, the MPD shall have the authority to control and direct the medical related details of the work consistent with RCW 18.71, 18.73 and Chapter 246-976 WAC as delegated by the MPD pursuant to Chapter 246-976-920 (2) WAC; however, the Services contemplated herein shall be subject to the County's general rights of inspection and review to secure the satisfactory completion hereof. In the event that conflicts arise in the coordination of medical and administrative issues between the MPD and the County, the EMS Council shall serve as the appeal body to resolve the issues which are in conflict.

C. Written communications between the MPD and the County shall be addressed to the Medic One Office. The Medic One Director shall serve as the contact person for the County.

D. Written communications between the County and the MPD/OES shall be addressed to the OES Office. The MPD shall serve as the contact person for OES.

## **VI. HOLD HARMLESS**

A. It is recognized by the parties that the MPD, individually, will be indemnified, defended and held harmless by the State DOH, EMS and Trauma Care Section, for any act or omission committed or omitted in good faith in the performance of his or her duties (RCW 18.71.215). Therefore, no insurance requirement will be made of the MPD as a condition of this Contract. OES shall not be a party to this section, and shall not be required to indemnify, defend or hold harmless the State DOH.

B. It is recognized by the parties that the statutorily appointed state MPD has authority for and may delegate duties to the supervisory physician(s) pursuant to Chapter 246-976-920 (2) WAC, that such delegation will be indemnified, defended and held harmless by the State DOH for any act or omission committed or omitted in good faith in the performance of his or her duties (RCW 18.71.215). Therefore, no insurance requirement will be made of the MPD as a condition of this Contract.

C. The County shall be responsible for any and all liability, loss or damage, including costs of defense that it, and any of its officers, agents, employees, or otherwise, may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments against the County which result from or arise out of any action or inaction that occurs that does not involve the MPD's provision of Services, regardless of whether the MPD is present at the time of such action or inaction.

D. OES is a party to this Contract, but only so far as to nominate a physician who meets the MPD criteria for consideration by the EMS Council. Therefore, the County shall indemnify, defend and hold harmless OES against and from all liability, demands, claims, losses, damages, and expenses (including reasonable attorneys' fees) sustained or incurred by OES because of or arising from Services provided under this Contract.

E. Insurance coverage for Services provided by the MPD under this Contract is provided by the State DOH. It is the responsibility of the MPD to make all appropriate arrangements for coverage prior to engaging in any official duties under this Contract. The County and OES shall not be liable to the MPD or any third party for any failure of the MPD to make insurance coverage arrangements under this Contract.

## VII. NONDISCRIMINATION

The MPD shall not discriminate against any person in the performance of any of its obligations hereunder based on race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

## **VIII. 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.

## **IX. 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 any statutory provision of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

## **X. TERMINATION**

If, through any cause, MPD shall fail to fulfill in timely and proper manner its obligation under this Contract, the County shall, after consultation with the EMS Council, have the right to terminate this Contract by giving written notice to OES of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Either party may terminate this Contract by giving written notice to the other party of its intent to terminate. Such written notice must be given at least ninety (90) days prior to the effective date of termination. The exercise of any rights under this section relate only to the termination of the terms and conditions contained herein. The appointment of the MPD as Medical Program Director for Thurston County may only be terminated by the statutory MPD pursuant to WAC 246-976-920(2).

This Contract shall be terminated immediately if the MPD's certification, by the State DOH, is terminated, unless OES provides another qualified candidate for MPD.

## **XI. INFORMATION AND REPORTS**

OES shall submit the monthly activity report concerning the services provided under this Contract as set forth in Exhibit III attached hereto and incorporated by this reference, by the tenth (10th) day of the month following the month in which the services were provided.

## **XII. RECORDS AND INSPECTIONS**

The MPD shall maintain full and accurate records with respect to all matters covered under this Contract. The MPD agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to protected health information at the County's sole cost. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings,

and activities relating to the performance of this Contract. All records required to be maintained by this Contract or by Washington State law, except medical and treatment records, or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws.

### **XIII. ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modifications 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 provisions of the Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

### **XIV. NO THIRD PARTY BENEFICIARIES**

This Contract is not intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

### **XV. HEADINGS**

The headings in this Contract are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

### **XVI. BENEFITS**

This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

### **XVII. DISPUTE RESOLUTION**

The parties agree that in the event of a dispute involving the construction, interpretation, performance, or breach of this Contract, they will mediate the same by jointly selecting a Thurston County, Washington, attorney. If the mediation is not successful, then the dispute shall be resolved by arbitration under the auspices of the Thurston County Superior Court rules for mandatory arbitration, regardless of the amount in controversy. Either party may request the Thurston County Superior Court to appoint an arbitrator if the parties cannot reach agreement between themselves. Mediation fees and costs shall be split equally between each party involved in the mediation. Arbitration fees shall be as awarded by the arbitrator to the extent that he or she finds one or more parties prevail. The award shall include fees and costs of whatever nature incident to said arbitration.

### **XVIII. AUTHORITY TO ACT**

The parties warrant that they are authorized and empowered to execute this Contract on their own behalf and on behalf of any person or entity for which they have signed this Contract.

### **XIX. COUNTERPARTS**

This Contract may be executed by the parties in any number of counterparts, each of which

shall be an original, but such counterparts together shall constitute one and the same instrument.

DATED this 8 day of February, 2020

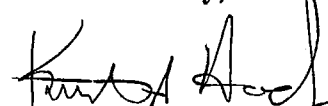
OES:

COUNTY:

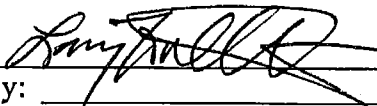
Olympia Emergency Services PLLC, a Washington  
professional limited liability company

EMERGENCY SERVICES  
Thurston County, Washington

  
By: Adam Fox, DO

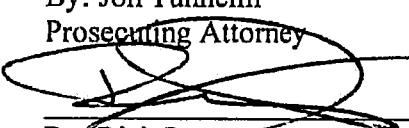
  
By: Kurt Hardin, Director

MEDICAL PROGRAM DIRECTOR:

  
By: \_\_\_\_\_

APPROVED AS TO FORM:

By: Jon Tunheim  
Prosecuting Attorney

  
By: Rick Peters  
Deputy Prosecuting Attorney

**EXHIBIT I**  
**SCOPE OF SERVICES**

- I. The services listed below shall be all of the services provided by the MPD as the Medical Program Director for the duration of this Contract ("Services"):
- A. The MPD shall dedicate eight (8) hours per week for three (3) weeks of each month that are scheduled published and published at least thirty (30) days in advance. The eight (8) hours a week are conducted during normal office hours at the Medic One location. The remaining hours each month, a minimum of twelve (12) and a maximum of eighteen (18), can be completed anytime during the calendar month in conjunction with accomplishing MPD duties. Additional hours, mutually agreed upon by the MPD and the Medic One Director, can be scheduled for unusual circumstances that require the MPD to work more than the forty-two (42) hours allotted in the month.
  - B. The MPD will perform the duties of an approved Emergency Medical Services Medical Program Director (MPD), as defined in the Revised Code of Washington and the Washington Administrative Code.
  - C. The MPD shall be responsible for overall development, implementation, and supervision of medical control for the out-of-hospital Emergency Medical Services (EMS) System. He/she shall provide medical program direction, review, evaluation and correction.
  - D. The MPD shall direct the medical control and medical quality assurance of the EMS System, including the following activities:
    - Defines medical control objectives. Initiates and coordinates medical control improvements. Administrative or operational components are referred to and coordinated with those agencies with administrative and operational responsibilities.
    - Works with and directs the activities of the assistant MPD, MPD in Training and Physician Medical Control Supervisors (Base Station Physicians) to ensure appropriate medical control of the EMS System.
    - Develops and implements Thurston County Medic One EMS System orientation program, including an on-going ride-along program, for Base Station Physicians. These orientation programs will be presented to all designated Base Station Physicians. The MPD will provide semi-annual reports to the EMS Council concerning the activities of the ride-along program.
  - E. The MPD shall develop and conduct reviews of out-of-hospital, countywide treatment, triage and transfer protocols (both in and out of county), including the following activities:
    - Provide medical control of the out-of-hospital EMS System by implementing countywide treatment, triage and transfer protocols, utilizing written procedures.

- Identify and define in writing the medically related roles and responsibilities of the EMS System providers.
  - Conduct an annual review of the Thurston County EMS Patient Care Guidelines. Recommendations for additions, deletions, or modifications will be made on a timely basis in order to allow for implementation by the EMS staff.
- F. Establish, coordinate and assist in the development and implementation of education programs for EMS System providers consistent with Washington State law and administrative regulations, including the following activities:
- Audit the performance and skill maintenance of paramedic field personnel. Audits will include review by the MPD, or designee, of EMS patient medical incident report forms as well as providing monthly paramedic in-service sessions. The MPD will develop and implement the yearly paramedic in-service training schedule to include class content and instructors.
  - Audits the performance and skills maintenance of Emergency Medical Technician (EMT) field personnel. Audits will include review by the MPD, or designee, of EMT patient medical incident report forms. The audit review will include report forms randomly selected from all county EMTs. The MPD and/or delegate will randomly audit Continuing Medical Education (CME) classes, at least one (1) per quarter. The MPD and/or delegate shall approve the annual Basic Life Support (BLS) CME in-service class curriculum and participate in the Basic EMT classes by instruction and audit. In conjunction with the BLS Training Supervisor, the MPD and/or delegate shall review all EMT defibrillation events.
  - The MPD shall ride with an EMT and Paramedic emergency medical service unit at least quarterly.
  - The MPD and/or delegate will meet with Thurston 9-1-1 Communications (TCOMM) personnel to review Emergency Medical Dispatch (EMD) protocols and calls for medical assistance to ensure appropriate dispatch application and allocation of EMS resources. This will be done at least once (1) every three (3) months.
- G. The MPD shall recommend to the State Department of Health, EMS and Trauma Care Section, personnel for certification, recertification, decertification, suspension, modification and recommendation not to recertify. All such recommendations will be made known in writing to the Medic One Director, to the BLS Training Supervisor in the case of action involving an EMT, and to the Chief of the fire agency whose employee or volunteer is the subject of the action, prior to the recommendation being sent to State DOH.
- All actions leading to a recommendation or possible recommendation of decertification will be in accordance with the EMS System's Due Process Policy.
- H. The MPD shall work with the Thurston County EMS Council, the Operations Committee, Medical Society, and their committees, and any other appropriate organization to carry out the medical objectives of the EMS System. These include developing procedures, guidelines, and service delivery concepts to implement

local agency's Mobile Integrated Healthcare; Community Assistance, Referral, and Education Service; and similar out of hospital medical related services.

- I. The MPD shall attend regularly scheduled meetings of the EMS System's Operations Committee and EMS Council.
- J. The MPD, with staff support, shall evaluate the medical performance of the EMS System. This includes the review of medical records as identified in Sections E.1. and E.2. above. Outcome analysis will include comparison to other EMS Systems. Comparisons will also be made to medical objectives as identified in Sections C.1. and F. above. The MPD will also recommend medical related improvements for the provider systems as appropriate.

Evaluation of medical performance will include investigation of incidents of alleged inappropriate/incorrect medical care. These investigations will be conducted in a timely and confidential manner. Any such incident which may have an adverse operational, public relations, or liability implication to the Medic One System, shall be reported by the MPD to the Medic One Director within twenty-four (24) hours of the MPD learning of the situation or incident.

The MPD shall meet on a regular basis with the ALS provider agencies, at least quarterly.

- K. The MPD shall make a good faith effort to attend meetings of State DOH West Region EMS Medical Program Director's group.
- L. The MPD shall ensure personal health information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The MPD agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent or as provided by law.
- M. The MPD may attend at least one annual EMS or emergency physicians' conference. The EMS System will reimburse the MPD for appropriate and allowable pre-approved related expenses.
- N. Perform other duties as assigned by the Medic One Director, EMS Council or their designee consistent with the roles and responsibilities of the MPD delegate as designated under Washington State law.

- II. **The County shall provide** for routine clerical assistance in support of the duties and requirements of the MPD as described in this Contract and delegated by the MPD. Requests for such assistance by the MPD shall be coordinated with the Medic One Office. A good faith effort will be made to provide such service in a timely manner, subject to availability of staff and other priority work assignments.



**EXHIBIT II**  
**COMPENSATION**

1. The MPD's compensation under this Contract, which is described in Section III - Compensation of the Contract is set forth as Two Hundred Sixteen and 30/100 Dollars (\$216.30) per hour, and not to exceed \$129,780.00 over a 12 month period.

**EXHIBIT III**  
**CONTRACT SERVICES WORK REPORT**  
**Medical Program Director**

<b>NAME:</b>			<b>MONTH:</b>		
<b>WORK COMPLETED</b>	<b># OF HOURS</b>	<b># OF PERSONS</b>	<b>WORK PERFORMED BY</b>		
			<b>DELEGATED PHYSICIAN</b>	<b>ADMIN SUPPORT</b>	<b>SELF</b>
PATIENT CARE PROTOCOLS					
PERSONNEL RECOMMENDED					
• FOR CERTIFICATION					
• FOR RECERTIFICATION					
• COUNSELING					
• FOR DECERT, ETC					
TRAINING/CME					
• FIRST RESPONDER TRAINING					
• FIRST RESPONDER CME					
• EMT TRAINING					
• EMT CME					
• PARAMEDIC TRAINING					
• PARAMEDIC CME					
• SPECIAL SKILLS					
ONGOING TRAINING & EVALUATION					
QUALITY IMPROVEMENT					
REGIONAL COUNCIL PARTICIPATION					
OTHER (specify)					

\*These items must be performed by the MPD and may not be delegated.

COMMENTS \_\_\_\_\_

\_\_\_\_\_  
MPD

\_\_\_\_\_  
DATE

# EXHIBIT IV

## Annual MPD Evaluation and Performance Appraisal

Thurston County Medic One/EMS

MPD Contract Review

2020-2021

The following items are for evaluation and performance review only, and do not constitute services as defined under this contract. For a list of Services MPD shall perform, see Exhibit I.	2020	2021	Notes  Rating1-4 4=Outstanding 3=Exceeds expectations 2=Meets expectations 1=Below expectations 0=Not acceptable +/P = acceptable/Pass -/F = unacceptable/Fail
1. Duties of an approved Emergency Medical Services Medical Program Director (MPD), as per WAC 276-976-920 and the Washington State Department of Health's <i>Medical Program Director Handbook</i> .			
2. The MPD shall provide medical program direction, review, evaluation and correction.			
3.The MPD shall direct the medical control and medical quality assurance of the EMS System, including the following activities:			
3a. Defines medical control objectives. Initiates and coordinates medical control improvements.			
3b. Works with and directs the activities of Physician Medical Control Supervisors (Base Station Physicians).			
3c. Develops and implements Thurston County Medic One EMS System orientation program, including an on-going ride-along program, for Base Station Physicians. The MPD will provide annual reports to the EMS Council concerning the activities of the ride-along program.			
4.The MPD shall develop and conduct reviews of out-of-hospital, county-wide treatment, triage and transfer protocols (both in and out of county), including the following activities:			
4a. Provide medical control of the out-of-hospital EMS System by implementing countywide treatment, triage and transfer protocols, utilizing written procedures.			
4b. Identify and define in writing the medically related roles and responsibilities of the EMS System providers.			

4c. Conduct an annual review of the Thurston County EMS Patient Care Guidelines. Recommendations for additions, deletions, or modifications will be made on a timely basis in order to allow for implementation by the EMS staff.			
5. Establish, coordinate and assist in the development and implementation of education programs for EMS System providers consistent with Washington State law and administrative regulations, including the following activities:			
5a. Audit the performance and skill maintenance of paramedic field personnel. Audits will include review by the MPD, or his designee, of EMS patient medical incident report forms. Provide monthly paramedic in-service sessions. The MPD will develop and implement the yearly paramedic in-service training schedule to include class content and instructors.			
5b. Audits the performance and skill maintenance of Emergency Medical Technician (EMT) field personnel. Audits will include review by the MPD, or his designee, of EMT patient medical incident report forms. The audit review will include report forms randomly selected from all county EMTs. The MPD will randomly audit Continuing Medical Education (CME) classes, at least one (1) per quarter. The MPD shall approve the annual Basic Life Support (BLS) CME in-service class curriculum and participate in the Basic EMT classes by instruction and audit. In conjunction with the BLS Training Supervisor, the MPD shall review all EMT defibrillation events.			
5c. The MPD shall ride with emergency medical services units (ALS and BLS) at least once (1) every three months. Ride-along time on such units shall be for an eight (8) hour shift.			
5d. The MPD will meet with Department of Communication (TCOMM) personnel to review Emergency Medical Dispatch (EMD) protocols and calls for medical assistance to ensure appropriate dispatch application and allocation of EMS resources. This will be done at least once (1) every three (3) months.			

6. The MPD shall recommend to the State Department of Health, EMS and Trauma Care Section, personnel for certification, recertification, decertification, suspension, modification and recommendation not to recertify. All such recommendations will be made known in writing to the Medic One Director, to the BLS Training Supervisor in the case of action involving an EMT, and to the Chief of the fire agency whose employee or volunteer is the subject of the action, prior to the recommendation being sent to State DOH.			
7. The MPD shall work with the Thurston County EMS Council, the Operations Committee, Medical Society, and their committees, and any other appropriate organization to carry out the medical objectives of the EMS System. The MPD or his designated supervising physician shall attend regularly scheduled meetings of the EMS System's Operations Committee and EMS Council.			
8. The MPD, with staff support, shall evaluate the medical performance of the EMS System. This includes the review of Medical records as identified in Section 5(a) and 5(b) above. Outcome analysis will include comparison to other EMS Systems. Comparisons will also be made to medical objectives as identified in sections 3(a) and 7 above. The MPD will also recommend medical related improvements for the provider systems as appropriate. Evaluation of medical performance will include investigation of incidents of alleged inappropriate/incorrect medical care. These investigations will be conducted in a timely and confidential manner. Any such incident that may have an adverse operational, public relations, or liability implication to the Medic One System, shall be reported by the MPD to the Medic One Director within twenty-four (24) hours of the MPD learning of the situation or incident.			
9. The MPD shall meet on a regular basis with ALS provider agencies, at least quarterly.			
10. The MPD shall, within the constraints of his hospital work schedule, establish a routine time to be present in the Medic One Office to meet with EMS personnel and staff. This routine time, at least the equivalent of 8 hours per month in two periods (bi monthly), will be scheduled as far in advance as possible.			
11. The MPD shall make a good faith effort, within the constraints of his hospital work schedule, to attend meetings of State DOH West Region EMS Medical Program Director's group.			

12. The MPD shall designate a qualified supervising physician to act in the capacity of MPD should the incumbent be absent, incapacitated or otherwise unable to fulfill the requirements of this work statement.			
13. The MPD may attend at least one annual EMS or emergency physicians' conference. The EMS System will reimburse the MPD for all appropriate, pre-approved related expenses.			
14. Perform other duties as assigned by the Medic One Director, EMS Council or their designee consistent with the roles and responsibilities of the MPD delegate as designated under Washington State law.			
B. The County shall provide for routine clerical assistance in support of the duties and requirements of the Medical Program Director as described in this Contract. Requests for such assistance by the MPD shall be coordinated with the Medic One Office. A good faith effort will be made to provide such service in a timely manner, subject to availability of staff and other priority work assignments. ALS Coordinator support to be provided			
Points			
Areas scored			
Average = Y			
Rating			

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
MPD

Review Completed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Emergency Services Director