

## INTERGOVERNMENTAL EMS CONTRACT

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

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

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

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

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

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

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

**WHEREAS**, 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 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 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" II.B.1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- 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 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. This Contract shall terminate on December 31, 2025. 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.

## **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 thirty-six (36) 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 4" and "Medic 10." The COUNTY shall continuously pay 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 be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall 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:

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.
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. (Allotted 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 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.

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) 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.
  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 reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a 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.3., 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 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:

- M. The COUNTY shall reimburse the AGENCY a total of \$13,171.20 annually for fire station building space dedicated to the Medic 4 and Medic 10 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 \$0.70 per square foot x 4 vehicles x 12 months*.
- 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 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.70 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.
- 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*.
- P. 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).
- Q. 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.

- R. 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 Medic 10 paramedic units in the Medic 4 and Medic 10 paramedic zones. The total annual reimbursement shall be \$40,000.
- S. The COUNTY shall budget \$300,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall 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 reimburse the AGENCY incurring the cost for paramedic-in-training. The AGENCY shall 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 be unused by any ALS agency, the COUNTY shall notify the EMS Council. These funds shall 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 \$50,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall 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 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.

- T. 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 (2) per medic unit. These paramedics are eligible for continuing medical education (CME) funds as allocated through the Medic One CME Fund policy and are eligible for 100% OT reimbursement for attending in-service.



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

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

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

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

CITY OF OLYMPIA

\_\_\_\_\_  
CITY MANAGER, Steven J. Burney

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:  
ATTORNEY CITY OF OLYMPIA

*Michael M. Young*

\_\_\_\_\_  
By: Deputy City Attorney

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

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
INTERIM ASSISTANT DIRECTOR, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

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

JON TUNHEIM  
PROSECUTING ATTORNEY

  
\_\_\_\_\_  
By: Rick Peters, Deputy Prosecuting Attorney

## **EXHIBIT A: SERVICES**

### **I. SERVICE AREA**

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 4" and "Medic 10." The normal paramedic service area will be the areas known as the "Medic 4 Olympia" zone and "Medic 10 West County" zone as described by the COUNTY. The AGENCY will be responsible 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.

### **II. SERVICES**

- A. The AGENCY shall provide four (4) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff two (2) 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 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.