

INTERGOVERNMENTAL EMS CONTRACT  
Advanced Life Support (ALS) Funding  
Amendment No. 4

**THIS Fourth Amendment** is made and entered into in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and the **CITY OF TUMWATER**, a municipal corporation, hereinafter referred to as the "AGENCY".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023, and Second Amendment dated July 3, 2024, and third amendment dated \_\_\_\_\_ (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide support for the staffing of an eighth medic unit providing ALS services to Thurston County residents.

**Now**, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. Reimbursement

Section IV, Compensation and Method of Payment, subsection B of the Contract is amended by replacing subsection B in its entirety to provide additional reimbursement as follows:

- 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 unit known as "Medic 5" and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." 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.

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).

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.

6. Between December 1, 2024 and December 31, 2024, the COUNTY shall reimburse the AGENCY for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs associated with paramedic staffing

of the unit known as "Medic 8." The COUNTY will reimburse no more than 4 positions that are filled as defined within this contract.

7. 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 and Medic 8 units: (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).

2. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Debbie Sullivan  
Mayor

\_\_\_\_\_  
Director, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

\_\_\_\_\_  
Melody Valiant  
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
By: Karen Kirkpatrick, City Attorney

\_\_\_\_\_  
By: Karen Horowitz, Deputy Prosecuting Attorney