

INTERGOVERNMENTAL EMS CONTRACT
Advanced Life Support (ALS) Funding
Amendment No. 5

THIS Fifth Amendment is made and entered into in duplicate originals this 1st day of January, 2025, 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, Second Amendment dated July 3, 2024, Third Amendment dated _____, and Fourth 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 for one time capital reimbursements and the continued support of an eighth-medical unit in support of ALS services provided 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. Medic 8 Reimbursement

Section IV, "Compensation and Method of Payment" subsection B of the Contract is replaced in its entirety 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-medical dual paramedic staffed unit known as "Medic 5" and 89 percent (89%) of said costs for the 9.5-medical dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay 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 shall be paid at the third paramedic step with benefits included at the weighted rate.

Starting January 1, 2025, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 9.5-medical dual paramedic staffed unit known as "Medic 8." The COUNTY will reimburse solely those positions that are filled as defined within this contract. Once the paramedic unit becomes fully integrated into the countywide 911 dispatching configuration and is staffed continuously 24 hours per day, the COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medical dual paramedic staffed units, regardless of whether the position is currently occupied. Any qualifying, unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate. For the sole purposes of the establishment of Medic 8, the stipulations regarding salaries and benefits as agreed upon in Amendment 3, regarding Fire Academy, shall be waived for the AGENCY'S ability to seek reimbursement. This waiver, however, shall not be used to

define precedence for any future negotiations, and is limited to the \$475,000 reimbursement threshold in Section IV, Subsection W.

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 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).
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. Management Reimbursement

Section IV, "Compensation and Method of Payment," subsection R of the Contract is amended by replacing subsection R in its entirety to include an annual reimbursement for Medic 8 as follows:

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 5 and Medic 14 paramedic units in the Medic 5 and Medic 14 paramedic zones. The total annual reimbursement shall be \$40,000. Starting January 1, 2025, the

AGENCY shall be eligible for an additional \$20,000 associated with Medic 8 for a total annual reimbursement of \$60,000..

3. Start Up Costs

Section IV, "Compensation and Method of Payment," of the Contract is amended to include a new subsection X as follows:

X. STARTUP COSTS

The COUNTY shall reimburse up to \$475,000 for costs associated with the establishment and deployment of Medic Unit 8. Eligible costs for reimbursement may include temporary housing costs associated with the implementation of Medic Unit 8, items specifically identified within the contract, improvements to the facility in which Medic Unit 8 will be situated, and other costs which the AGENCY identifies as reasonable and necessary for establishing and deploying Medic Unit 8. For the sole purpose of the establishment of Medic Unit 8, the stipulations limiting the ability of the AGENCY to request reimbursement for salaries and benefits as agreed upon in Amendment 3, regarding Fire Academy, shall be waived for the use of these funds. All reasonable requests for reimbursement related to the establishment and deployment of Medic Unit 8 will be approved.

The establishment of this reimbursement threshold and process shall not create any precedent for any future negotiations; it may not be referenced or cited to support any future reimbursement process, or for any other reason; it does not create any past practice and is intended to be a singular occurrence.

The AGENCY agrees to comply with applicable procurement laws in the process of contracting for the goods and services which it will request reimbursement for. The AGENCY may not seek reimbursement for anything that is reimbursed or paid for by any other entity, fund, or grant; in effect, only costs which are fully borne by the AGENCY are eligible for reimbursement. Likewise, the AGENCY shall not seek reimbursement for any cost which is eligible for reimbursement through another process contained in this Agreement.

As consideration for reimbursements, the AGENCY shall be obligated to establish a new Medic Unit 8, which is capable of performing services twenty-four hours per day, seven days per week, as defined within this Agreement, starting no later than January 1, 2026. If establishment and deployment of Medic Unit 8 is delayed for any reason, the County and the Agency will cooperate in evaluating the timeline and the issues causing delay and determine an appropriate new timeline given the issues. If the AGENCY and the COUNTY do not reach an agreement regarding an appropriate new timeline, the COUNTY and the AGENCY will agree to mediation regarding an appropriate new timeline, or if no new timeline can be established, the degree to which funds provided to the AGENCY under this section must be repaid to the COUNTY.

After the initial reimbursement of \$475,000, the COUNTY shall not be responsible for any future building improvement costs associated with Medic Unit 8. Responsibility for any structural modifications or facility enhancements that may arise in the future shall be the responsibility of the AGENCY. This does not include or limit negotiations for lease payments related to the residential space for Medic Unit 8

4. Services

Exhibit A, "Services," sections I and II are amended as follows:

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 Headquarters" 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.

Once the paramedic unit becomes fully integrated into the countywide 911 dispatching configuration and is staffed continuously 24 hours per day as determined by the Agency, the following services shall be provided within Thurston County during the term of this Contract. The additional unit will be known as "Medic 8." The normal paramedic service area will be the area known as the "Medic 8 Tumwater Station 2" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within this zone and providing service with the described paramedic unit within the Medic 8 (Station T-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 Advanced Emergency Medical Technician and 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.

The AGENCY shall notify the COUNTY in writing when "Medic 8" becomes fully functional and located in the service area defined in Section I. 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 Advanced Emergency Medical Technician and Paramedic" or "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 Medical Program Director is defined under Chapter 246-976 WAC.

5. 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: Seth Dickey, Deputy Prosecuting Attorney